

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into by and between **GAMBLE LAND COMPANY, LLC**, an Arkansas limited liability company, and or assignee ("Landlord"), and **JONESBORO EATS, LLC**, a Louisiana limited liability company ("Tenant").

ARTICLE I – DEFINITIONS AND EXHIBITS

1.1 Definitions.

Additional Rent: The Tax Share, and any other amounts (other than Annual Rent) owed to Landlord by Tenant as specifically set forth in this Lease. This term is used for the convenience of the parties and is not intended to identify a classification for accounting or tax purposes.

Addresses for Notices and/or Payments: The addresses for sending notices and/or payments to Landlord and/or Tenant, until changed by a notice given pursuant hereto, as more particularly provided in Section 16.3:

If to Landlord:

GAMBLE LAND COMPANY, LLC
24 County Road 912
Brookland, AR 72417
Telephone No.: (870) 931-3352

With a copy to:

Adam Bodeker
P. O. Box 17283
Jonesboro, AR 72403
Telephone No.: (870) 275-5331

If to Tenant:

JONESBORO EATS, LLC
362 Parsons Green
Shreveport, Louisiana 71106
Telephone No.: (318) 470-9436

With a copy to:

Wiener, Weiss & Madison, APC
c/o Richard D. Lamb, III
330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Telephone No.: (318) 226-9100

Annual Rent: The respective annual and monthly installment amounts set forth in the schedule below for each Lease Year of the Term.

Lease Years	Annual Rent	Monthly Installment
1-5	\$110,000.00	\$9,166.67
6-10	\$121,000.00	\$10,083.33
11-15	\$133,100.00	\$ 11,091.67
16-20	\$146,410.00	\$12,200.83
21-25	\$161,051.00	\$13,420.92
26-30	\$177,156.10	\$14,763.01
31-35	\$194,871.71	\$16,239.31

Award: As defined in Section 9.3D.

Broker: Eric Boen of Commercial Realty NWA, LLC.

Building: The building (not including its attached service court and/or dumpster yard) that Tenant intends to construct upon the Premises in accordance with the provisions of this Lease.

Claims: Related claims, demands, causes of action, judgments, liens, losses, liabilities and costs (including reasonable attorneys' fees and court costs).

Closing Date: As defined in Section 16.25E.

Commencement Date: The earlier of (a) Tenant receiving a certificate of occupancy, (b) seven (7) months after construction begins, or (c) twelve (12) months after the execution of this Lease.

Construction Completion Deadline: As defined in Section 5.2(B)

Covenant to Open: As defined in Section 2.4.

Covenant to Operate: As defined in Section 2.4.

Cure Deadline: As defined in Section 4.1B.

Cure Notice: As defined in Section 4.1B.

Delivery Deadline/Delivery Date: As defined in Section 5.1A.

Discontinuance: Any closure to the public and/or cessation of the operations of Tenant's business at the Premises provided Tenant is either (a) remodeling Tenant's Improvements in a reasonably diligent manner or (b) closed for a commercially reasonable period of time under the circumstances (i) as a result of an assignment, subletting or brand re-imaging or (ii) due to a casualty, condemnation or other Force Majeure Event.

Due Diligence and Permitting Period: The period of one hundred twenty (120) days after the Effective Date, as more particularly described in Sections 4.1 and 4.2.

Effective Date: The date of the full execution and delivery of this Lease, both parties having signed and dated this Lease in the appropriate locations below (before, if and as necessary, witnesses).

Event of Default: As defined in Section 13.1A

Fair Market Value: of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined by a Qualified Appraiser.

Fee Mortgage: Any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

Fee Mortgagee: The holder of a Fee Mortgage.

Force Majeure Event: (a) acts of God; (b) flood, fire, earthquake, tornados, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) government ordered closure of the Tenant's business as a result of any pandemic or endemic, and (j) other similar events beyond the reasonable control of the Impacted Party, as defined in Article XIV.

Form: As defined in Section 3.1.

Go Dark Event: As defined in Section 2.4.

Hazardous Material(s): Any hazardous, toxic, radioactive or pollutant substance identified as such by applicable Law, that are now or hereafter regulated, controlled or prohibited by, any Laws, including, without limitation, (a) asbestos-containing materials, polychlorinated biphenyls, urea formaldehyde, gasoline and petroleum, (b) any regulated quantity of a "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder, (c) any regulated quantity of a "hazardous substance" as defined by the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as otherwise amended from time to time, and the regulations promulgated thereunder, and (d) the Clean Air Act, 42 U.S.C. Section 7401, et seq., as amended from time to time, and the regulations promulgated thereunder.

Initial Use: A "Walk-On's" restaurant.

Interest: As defined in Section 13.4.

Landlord's Preliminary Obligations: The matters described in Section 5.1.

Landlord's Property: That certain property located in the City of Jonesboro, Arkansas, being more particularly described on Exhibit A-2 and depicted and identified on Exhibit B-2. Landlord's Property is located adjacent to the Premises.

Law(s): All present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state, local and municipal governments, agencies and authorities having jurisdiction over the Premises.

Lease Year: Each successive twelve (12) full, calendar month period beginning on the Commencement Date, except that (a) the first Lease Year shall also include any partial calendar month at the beginning of the Primary Term if the Commencement Date is not the first day of a calendar month and (b) the last Lease Year of the Term may be a shorter period if this Lease is terminated early.

Leasehold Mortgage: Any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant's interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof.

Leasehold Mortgagee: The holder of a Leasehold Mortgage.

Memorandum of Lease: As defined in Section 4.3.

Mortgagee Lease: As defined in Section 12.7.

New Title Commitment: As defined in Section 16.25D.

New Title Policy: As defined in Section 16.25D.

Partial Taking: As defined in Section 9.3B.

Permitted Exceptions: As defined in Section 16.25D.

Permitted Title Exceptions: All of the title exceptions and matters of public record disclosed by the Title Commitment and/or the Survey and subsequently accepted (or deemed accepted) by Tenant, as more particularly described in Section 4.1B.

Permitted Use: The use(s) permitted at the Premises pursuant to the provisions of Section 2.3.

Possession Date: Unless an earlier date is expressly acknowledged and agreed to, in writing, by Landlord and Tenant, the later of (a) the Satisfaction Date or (b) the Delivery Date.

Pre-Term: The period beginning on the Possession Date and ending at midnight on the day before the Commencement Date.

Premises: That certain property located 2809 E. Highland Drive, Jonesboro, Arkansas 72401, County of Craighead, being more particularly described on Exhibit A-1 and depicted and identified on Exhibit B-1, and containing approximately 1.5 acres of land, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (see Section 2.1).

Primary Term: The period beginning on the Commencement Date and ending on the last day of the fifteenth (15th) Lease Year.

Purchase Option: As defined in Section 16.25A.

Purchase Option Notice: As defined in Section 16.25A.

Purchase Price: As defined in Section 16.25A.

Qualified Appraiser: means an independent appraiser, selected by Tenant, who is licensed or certified in the state where the assets at issue are located and who has experience valuing assets substantially similar to the type of assets to be appraised.

Recapture Notice: As defined in Section 2.5.

Recapture Option: As defined in Section 2.5.

Released Parties: As defined in Section 8.7.

Removable Property: As defined in Section 15.1.

Renewal Term(s): The four (4) successive periods of five (5) Lease Years each granted to Tenant to extend the Primary Term.

Rent: The Annual Rent and Additional Rent.

Satisfaction Date: The later date of (a) Landlord's receipt of written notice of Tenant's waiver of all of its Due Diligence and Permitting Period-related Lease termination rights

pursuant to the provisions of Sections 4.1 and 4.2 and (b) Tenant's receipt of written notice (including any required supporting documentation) of Landlord's completion of all of Landlord's Preliminary Obligations pursuant to the provisions of Section 5.1.

Separately Assessed: As defined in Section 3.2A.

Survey: As defined in Section 4.1A.

Taking: As defined in Section 9.3D.

Tax Share: As defined in Section 3.2.

Taxes: The ad valorem real property taxes and general assessments imposed by a governmental entity having taxing jurisdiction over the Premises that become due during the Term (from and after the Commencement Date) against the Premises, including the land and any improvements located or to be located thereon, which may be lawfully assessed either in the name of Landlord, the fee owner (if other than Landlord) or Tenant. "Taxes" shall not include any special assessments levied, whether as "tax increment financing" or otherwise. "Taxes" shall also include any increases in Taxes resulting from the execution of this Lease and/or new construction with respect to the Premises or the land or improvements within the tax parcel which constitutes or includes the Premises. "Taxes" shall not include any increases in Taxes resulting from a reassessment due solely to Landlord's sale or other transfer of its interest in and to the Premises or the tax parcel which constitutes or includes the Premises after the Effective Date. "Taxes" shall not include any income, franchise, corporate, estate, inheritance, transfer, succession, profits or revenue taxes. The amount of "Taxes" will be calculated using the full benefit of all discounts, credits and/or abatements that are made available by the taxing authority.

Temporary Taking: As defined in Section 9.3C.

Tenant's Final Plans: As defined in Section 4.2A.

Tenant's Improvements: As defined in Section 4.2A.

Tenant's Leasehold Estate: As defined in Section 9.3D.

Tenant's Preliminary Plans: As defined in Section 4.2A.

Tenant's Studies: As defined in Section 4.1.

Tenant's Work: The matters described in Section 5.2A.

Term: The Pre-Term and the Primary Term, together with any exercised Renewal Term(s).

Title Commitment: Title Company's commitment to issue the Title Policy to Tenant.

Title Company: Lenders Title Company, Attn: Teresa Peters at 1501 N. University Avenue, Ste. 100, Little Rock, Arkansas 72207, Phone: 501-537-4180, Email: tpeters@lenderstitle.com.

Title Cure Period: As defined in Section 16.25D.

Title Defects: As defined in Section 16.25D.

Title Policy: The ALTA Owner's Policy of Title Insurance with an ALTA 13 Leasehold Endorsement, subject only to the Permitted Title Exceptions and such policy's standard pre-printed exceptions, to be issued, at Tenant's sole cost, by Title Company.

Total Taking: As defined in Section 9.3A.

Transfer Tax: As defined in Section 16.25G.

UETA: As defined in Section 16.15.

1.2 Exhibits. The following Exhibits are attached to, and form a part of, this Lease:

- A-1 – Legal Description of the Premises
- A-2 – Legal Description of the Landlord's Property
- B-1 – Depiction of the Premises
- B-2 – Depiction of Landlord's Property
- C – Memorandum of Lease [FORM]
- D – Subordination, Non-Disturbance and Attornment Agreement [FORM]
- E – Tenant's Preliminary Plans
- F – Lease Commencement and Expiration Agreement [FORM]
- G – Lease Rider

ARTICLE II – DEMISE AND USE OF PREMISES, EASEMENTS AND TERM

2.1 Demise of Premises; Grant. Landlord hereby leases the Premises to Tenant for the Term. In conjunction with the leasing of the Premises, Landlord hereby grants to Tenant during the Term, for the benefit of the Premises, the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, for parking, ingress or egress, and the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities serving the Premises.

In addition, Landlord hereby grants to Tenant the non-exclusive right over Landlord's Property for vehicular and pedestrian ingress and egress and parking during the Term of the Lease. Landlord's Property shall only be for use by the employees, customers, and guests of Tenant; provided, however, such use shall not interfere or conflict with the normal and customary use of Landlord's Property by the Landlord, its employees, customers, patrons, and other invitees. In no event shall Tenant be permitted to construct any direct vehicular connection between the Premises and the Landlord's Property. Prior to Landlord selling any part of Landlord's Property, Landlord and

Tenant shall enter into an access easement or agreement, mutually agreeable to Landlord and Tenant, whereby an easement shall be reserved over part of the Premises and over part of Landlord's Property for the purpose of ingress and egress to and from the Premises, Landlord's Property, E. Highland Drive, Larkwood Drive, and Dayton Avenue.

2.2 Renewal Terms. So long as Tenant is not in default under this Lease beyond the applicable notice and cure period as of the commencement date of the applicable Renewal Term, each Renewal Term shall automatically take effect unless Tenant notifies Landlord in writing at least one hundred eighty (180) days in advance of the then current Term expiration date that the Lease will expire on its then current expiration date. Except as otherwise specifically set forth in this Lease, all of the provisions of this Lease that apply during the Primary Term shall apply during each exercised Renewal Term.

2.3 Use of the Premises. The Premises shall initially be used only for the Initial Use. After complying with the Covenant to Open and the Covenant to Operate (see Section 2.4), Tenant shall have the right to change the use of the Premises, without Landlord's consent to any other lawful restaurant use.

2.4 Tenant's Covenants to Open and Operate and Right to Go Dark. Subject to any pre-Possession Date termination rights of Tenant set forth in this Lease, and subject to Article XIV concerning a Force Majeure Event, Tenant covenants and agrees, within eighteen (18) months following the Commencement Date, to (a) open to the public for business at the Premises as the Initial Use (the "Covenant to Open") and (b) following such opening keep open to the public for business at the Premises (the "Covenant to Operate"). Notwithstanding the occurrence of a Discontinuance or Force Majeure Event, Tenant shall at all times continue to pay all Rent due under this Lease and otherwise comply with all of the other obligations of Tenant under this Lease requiring the payment of money to the Landlord.

If there has not been a Force Majeure Event and Tenant has (w) not opened to the public for business at the Premises by the last day of the eighteenth (18th) month after the Commencement Date, (y) after such opening, not kept open to the public for business at the Premises in compliance with the Covenant to Operate or (z) after complying with the aforementioned covenants closed to the public for business at the Premises for a period in excess of one hundred twenty (120) consecutive days (other than for a Discontinuance) (a "Go Dark Event"), then, after the expiration of the applicable deadline and continuing until the date Tenant is in compliance with the foregoing covenants, Landlord shall have, as Landlord's sole and exclusive remedy therefor, the right (but not the obligation) to exercise the Recapture Option (as defined in Section 2.5).

2.5 Landlord's Recapture Option. If Landlord is (a) herein expressly granted the right and option to terminate this Lease and recapture possession of the Premises (the "Recapture Option"), (b) eligible to exercise the Recapture Option pursuant to the applicable provision(s) of this Lease and (c) elects to exercise the Recapture Option, then Landlord shall deliver thirty (30) days' advance written notice thereof to Tenant (a "Recapture Notice"). Upon receipt of a Recapture Notice from Landlord, Tenant shall have the right to vitiate such election by opening or re-opening (as applicable) to the public for business at the Premises, prior to the expiration of such 30-day period.

If Tenant fails to timely vitiate such election, then, upon the expiration of such 30-day period (provided that Landlord did not timely elect to withdraw the Recapture Notice as herein below provided): (i) Landlord shall promptly pay to Tenant, in cash, the Fair Market Value of the Tenant's Improvements as of the effective date of such termination and recapture; (ii) Tenant shall promptly pay to Landlord, in cash, all unpaid Rent accrued through the effective date of such termination and recapture; (iii) Tenant shall surrender possession of the Premises to Landlord on the effective date of such termination and recapture in good condition, ordinary wear and tear excepted (and otherwise in compliance with the provisions of Section 15.1); (iv) all further rights and obligations of Tenant and Landlord under this Lease shall terminate as of the effective date of such termination and recapture (except for any rights or obligations which shall expressly survive such termination and recapture, including, without limitation, payment of the amounts set forth in clauses (i) and (ii) of this sentence); and (v) this Lease shall otherwise be of no further force or effect whatsoever.

In connection with Landlord's exercise of the Recapture Option, Tenant shall, within thirty (30) days after the date of its receipt of the Recapture Notice, provide to Landlord a written summary of the Fair Market Value, certified as accurate by an officer of Tenant, together with reasonable supporting documentation therefor.

ARTICLE III - RENT

3.1 Annual Rent; Delivery of Form W-9. Tenant shall pay Annual Rent to Landlord, at the address set forth in Section 1.1 (or at such other address as may subsequently be designated by Landlord, in writing, at least thirty (30) days in advance), in equal monthly installments, prorated for any partial calendar month(s), on the Commencement Date and the first day of each subsequent calendar month throughout the Term (except that if the Commencement Date is not the first day of a calendar month, then the first such monthly installment shall be due on the first day of the calendar month immediately following the Commencement Date and include a pro-rated payment for the partial calendar month in which the Commencement Date occurred). Annual Rent shall be paid, in advance, without notice or demand and, except as otherwise expressly permitted in this Lease, without set-off or deduction, in accordance with the schedule set forth in Section 1.1. In connection with the commencement of Tenant's Rent payment obligations under this Lease, Landlord agrees to deliver a duly executed and completed Form W-9 or its equivalent (the "Form") to Tenant at least five (5) days prior to the Commencement Date. Landlord acknowledges that Tenant will be unable to process and make any Rent payments unless and until it has received the Form from Landlord and, accordingly, Tenant shall not be deemed to be in default under this Lease, nor responsible for any late charges and/or Interest, if its initial Rent payment(s) are delayed due to Landlord's failure to timely deliver the Form to Tenant; provided, however, Tenant shall promptly pay to Landlord any Rent delayed as a consequence thereof upon its receipt of the Form from Landlord.

3.2 Taxes. Tenant shall pay prior to delinquency all of the Taxes imposed upon the Premises, calculated as described below, that are assessed and become due during the Term (from and after the Commencement Date) (the "Tax Share"), by paying to the Landlord one-twelfth (1/12th) of the Tax Share as and when monthly installments of Annual Rent are paid to the Landlord as "additional rent." Landlord shall then timely remit the Tax Share to the appropriate taxing

authority prior to their delinquency. Such amounts for the years in which this Lease commences and terminates shall be prorated between Landlord and Tenant as of such dates. Tenant shall also pay prior to delinquency any and all personal property taxes levied against Tenant's furniture, trade fixtures, equipment and other personal property at the Premises during the Term (from and after the Commencement Date) directly to the appropriate taxing authority and any form of sales tax. Notwithstanding any other provision herein, except in the circumstance in which the Tenant is in default of its obligations under this Section 3.2, Tenant shall not be liable for any interest, charges, penalties, or fees, due to Landlord's failure to fulfill its obligations under this Section 3.2, and Landlord shall defend, indemnify, and hold Tenant harmless for any losses, costs, attorneys' fees, due to Landlord's failure to fulfill its obligations under this Section 3.2.

A. **Allocation; Calculation and Payment of Tax Share.** For purposes of this Section 3.2, "Separately Assessed" means that the taxing authority has created a unique identification number and issues tax bills for a parcel of land consisting solely of the Premises. Until the Premises is Separately Assessed, the Tax Share shall be the sum of (i) the amount of taxes assessed specifically against the Tenant's Improvements only, and (ii) the product obtained by multiplying such taxes assessed against the land comprising the tax parcel of which the Premises is a part by a fraction, the numerator of which is the area in square feet of the Premises and the denominator of which is the total area in square feet of the tax parcel of which the Premises is a part. Upon the Premises being Separately Assessed, the Tax Share shall be the Taxes imposed upon the Premises. Tenant shall pay the Tax Share that becomes due during the Term (from and after the Commencement Date) to the Landlord as set forth in Section 3.2 above; Tenant shall receive the tax bills directly from the taxing authority. Within fifteen (15) days after the date of Landlord's receipt of a request from Tenant for evidence of its timely and full payment of any Taxes, Landlord shall forward to Tenant an official receipt therefor from the taxing authority or, if no such receipt has been received by Tenant, other reasonable evidence thereof. If Landlord receives any tax bill for the Premises, then Landlord shall promptly provide the same to Tenant and the parties shall work together to cause the taxing authority to adjust its records so that all subsequent tax bills for the Premises are sent directly to Tenant. Tenant shall have the right, at Tenant's sole option (and with Landlord's cooperation), to cause the Separately Assessed Premises' tax bills to be sent directly to Tenant.

B. **Contest.** Tenant shall have the right, at Tenant's sole cost, to initiate and prosecute any proceedings permitted by Law for the purpose of obtaining an abatement of Taxes or of otherwise contesting the validity or amount of any Taxes paid or payable by Tenant. If required, Tenant may take such action in the name of Landlord, who shall cooperate with Tenant to such extent as Tenant may reasonably require so that such proceedings can be brought to a successful conclusion. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all Claims incurred in the prosecution of such proceedings by Tenant, which indemnification shall survive the expiration or any earlier termination of this Lease.

ARTICLE IV – CONTINGENCIES

4.1 **Due Diligence and Permitting Period.** During the Due Diligence and Permitting Period,

Tenant shall have the right (but not the obligation, unless otherwise expressly provided herein below) to do (or cause to be done), at Tenant's sole cost, the below-described surveys, examinations, tests, studies, investigations and reviews (collectively, "**Tenant's Studies**"). During the Due Diligence and Permitting Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period if the results of Tenant's Studies are not satisfactory to Tenant. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Period shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

A. Survey. During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, have the Premises and Landlord's Property surveyed by a duly licensed professional surveyor (the "**Survey**"). If the legal description of the Premises as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-1), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. If the legal description of the Landlord's Property as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-2), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. Simultaneously with the amendment to Exhibits A-1 and A-2 pursuant to this Section 4.1A, Exhibits B-1 and B-2 shall be amended by substituting the Survey for the depictions set forth on such Exhibits as of the Effective Date.

B. Title. During the first sixty (60) days of the Due Diligence and Permitting Period, Tenant shall order and review the Title Commitment. If such initial Title Commitment, the Survey or a visual inspection of the Premises reveals any exceptions, matters of record, conditions or other matters unacceptable to Tenant, then Tenant shall notify Landlord thereof in writing, with specificity, prior to the close of business on the ninetieth (90th) day of the Due Diligence and Permitting Period. Any objections not made by Tenant prior to the close of business on the ninetieth (90th) day of the Due Diligence and Permitting Period shall be deemed waived. Upon receipt thereof, Landlord shall determine which of Tenant's objections, if any, to cure and deliver detailed written notice thereof to Tenant (the "**Cure Notice**") prior to the close of business on the fifth (5th) day after receiving such notice (also referred to herein as a "**Cure Deadline**"). If Landlord notifies Tenant that it does not intend to cure certain of Tenant's objection(s) by the Cure Deadline or fails to timely deliver the Cure Notice, then Tenant shall, as its sole and exclusive remedy options, either (i) terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), or (ii) waive such uncured objection(s) by delivering written notice of such election to Landlord prior to the close of business on the last day of

the Due Diligence and Permitting Period. If Tenant elects remedy option (ii) of the preceding sentence, then such waived uncured objection(s) shall, for purposes hereof, be deemed to be Permitted Title Exceptions as of the end of the Due Diligence and Permitting Period (provided, however, all such uncured objection(s) that Landlord has promised in the Cure Notice to cure by a Cure Deadline shall not be deemed to be Permitted Title Exceptions). If Landlord promises, in the Cure Notice, to attempt to cure certain of Tenant's objection(s) and is unable to cure any such objections and Tenant does not elect to waive such uncured objections, then Tenant, may, as its sole and exclusive remedy option, terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination) by delivering written notice to Landlord; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

C. Tests, Studies and Investigations. During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, and at Tenant's sole cost and expense, conduct such tests, studies and investigations as Tenant deems appropriate to determine the Premises' suitability for the Initial Use, including, without limitation, geotechnical soils tests. Landlord shall cooperate with Tenant's reasonable requests for information and/or assistance in connection with such tests, studies and investigations (Tenant shall reimburse Landlord for any out-of-pocket cost to Landlord resulting from such cooperation).

D. Entry. From and after the Effective Date, unless or until this Lease is terminated by either party pursuant to a right to do so herein contained, Tenant's representatives may enter onto the Premises to perform the Survey and/or to conduct the tests, studies and investigations described in Section 4.1C. Tenant shall promptly repair any damage to the Premises caused by such entry and/or tests, studies and investigations and agrees to indemnify, defend and hold harmless Landlord from and against any and all Claims resulting therefrom, which repair obligation and indemnification shall survive the expiration or any earlier termination of this Lease; provided, however, the foregoing indemnification shall not extend to any Claims resulting from the mere discovery by Tenant of the existence of any Hazardous Materials.

E. Document Deliveries. Within the first ten (10) days of the Due Diligence and Permitting Period, Landlord shall deliver to Tenant, if and to the extent possessed by Landlord and not previously delivered, copies of any and all documents in Landlord's possession which pertain to the Premises, including, but not limited to, surveys, third-party reports, tests or studies, title materials (including copies of all exception documents referenced in Landlord's title policy), environmental assessments and land use approvals.

4.2 Permitting. During the Due Diligence and Permitting Period, Tenant shall prepare the plans and specifications described in Section 4.2A and promptly apply for, and thereafter use diligent, good faith efforts to pursue and attempt to obtain, all of the permits, licenses and/or governmental approvals described in Section 4.2B. During the Due Diligence and Permitting

Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period (as the same may have been extended pursuant to the provisions of Section 4.2C) if, despite Tenant's prompt application for and subsequent use of diligent, good faith efforts to pursue and attempt to obtain, all such permits, licenses and/or governmental approvals have not been obtained by Tenant prior to the end of the Due Diligence and Permitting Period. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Periods shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

A. Preparation of Tenant's Plans. Landlord acknowledges that Tenant intends to construct the Building and other related improvements upon the Premises (collectively, "**Tenant's Improvements**"). Prototypical plans for Tenant's Improvements and signs (collectively, "**Tenant's Preliminary Plans**") are attached as Exhibit E; provided that, if Tenant's Preliminary Plans were not available to be initially attached hereto, then Tenant's Preliminary Plans shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease.

Within the first ninety (90) days of the Due Diligence and Permitting Period, Tenant shall prepare a full set, in Adobe Acrobat (.pdf) electronic file format (via e-mail and/or on a CD, thumbdrive, or similar device), of detailed, site-specific plans and specifications for Tenant's Improvements and signs (collectively, "**Tenant's Final Plans**"), which shall be based upon Tenant's Preliminary Plans.

Tenant shall be required to submit Tenant's Final Plans or any other additional plans or specifications to Landlord for its review and/or approval. Tenant shall submit Tenant's Final Plans to Landlord for its review and approval, which approval shall (i) not be unreasonably withheld, conditioned or delayed and (ii) be deemed given if no written response is delivered to Tenant within ten (10) days after the date of Landlord's receipt of Tenant's Final Plans. In the event of Landlord's disapproval of Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval and the modifications required in order for Tenant's Final Plans to gain such approval. In no event shall Landlord's failure to approve Tenant's Final Plans be based upon Tenant's design if it does not materially deviate from the design depicted in Tenant's Preliminary Plans. If Landlord has timely and appropriately disapproved Tenant's Final Plans (as initially submitted), then Tenant may cause the same to be modified (to address the issues causing such disapproval) and resubmitted to Landlord within thirty (30) days after the date of Tenant's receipt of written notice thereof from Landlord and Landlord shall notify Tenant, in writing, of its approval or disapproval of such modified Tenant's Final Plans within ten (10) days after the date of its receipt thereof. If Landlord does not timely respond, in writing, to the resubmission of such modified Tenant's Final Plans, then such modified Tenant's Final Plans shall be deemed to have been approved by Landlord. In the event of Landlord's disapproval of such modified Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval

and the additional modifications that Tenant must make in order for Tenant's Final Plans to gain such approval (and the foregoing modification, resubmission and response procedures/deadlines shall again apply).

Tenant shall submit Tenant's Final Plans to the appropriate governmental permitting/licensing/approving authorities for review. Tenant agrees to construct Tenant's Improvements in substantial accordance with Tenant's Final Plans.

B. Permits, Licenses and/or Governmental Approvals. Following the preparation of Tenant's Final Plans pursuant to the provisions of Section 4.2A and throughout the remainder of the Due Diligence and Permitting Period, Tenant shall promptly apply for and thereafter use diligent, good faith efforts to pursue and attempt to obtain, at Tenant's sole cost, all permits, licenses and/or governmental approvals necessary for the construction of Tenant's Improvements and/or the Initial Use. These may include, without limitation, a license to sell alcoholic beverages to the public, any required signage on the Premises, in the approximate locations and sizes depicted in Tenant's Preliminary Plans) and construction permits (and when such construction is complete, a "final" certificate of occupancy for the Premises). Tenant shall pay any and all impact fees or other charges or fees based, wholly or in part, upon the proposed construction of Tenant's Improvements and/or the Initial Use.

4.3 Memorandum of Lease; Recordation. Landlord and Tenant agree that this Lease shall not be recorded. A memorandum of this Lease substantially in the form of Exhibit C (the "Memorandum of Lease") shall be duly executed by both Landlord and Tenant either concurrently with their execution of this Lease or during the first sixty (60) days of the Due Diligence and Permitting Period (and a fully-executed original thereof shall be delivered to Tenant), and may be filed in the official public records of the county in which the Premises is located, at Tenant's sole expense, at any time thereafter. Landlord and Tenant agree that promptly after the Commencement Date, a "Lease Commencement and Expiration Agreement" substantially in the form of Exhibit F shall be executed by each party in order to confirm the Commencement Date and establish the date of the expiration of the Term (notwithstanding Tenant's exercise of any Renewal Terms).

ARTICLE V – PRELIMINARY, DELIVERY AND POST-DELIVERY OBLIGATIONS

5.1 Landlord's Delivery. Landlord shall deliver vacant and exclusive possession of the Premises to Tenant within one (1) day after the Satisfaction Date (the "**Delivery Deadline**"). For purposes of this Section 5.1A, unless otherwise expressly agreed to in a writing signed by the parties, the date of Landlord's delivery of vacant and exclusive possession of the Premises to Tenant and Tenant's acknowledgment and acceptance thereof (the "**Delivery Date**") shall be deemed to have occurred on the later of (x) the date of Tenant's receipt of an original certification, signed by a duly authorized representative (or officer) of Landlord, certifying to Tenant that the Premises is vacant and available for Tenant's exclusive possession and (y) the Satisfaction Date.

5.2 Tenant's Work.

A. Conduct; Trailers; Storage and Staging; Temporary Signage. Tenant's

Improvements shall be constructed in accordance with Tenant's Final Plans and in compliance with all applicable Laws. For purposes of this Lease, all work items related to the construction of Tenant's Improvements shall be collectively referred to as "**Tenant's Work**." Tenant's Work shall be performed by or on behalf of Tenant, at Tenant's sole cost. Landlord agrees, subject to Tenant's compliance with all applicable Laws, that Tenant shall, at Tenant's risk for loss, theft, damage and destruction, have the right, during its aforementioned construction period, to place construction and/or hiring trailers on the Premises and to create, at Tenant's sole cost, tool storage, materials staging and trash collection areas thereon. Subject to all applicable Laws, Tenant shall be permitted to hang professionally prepared temporary signage at the Premises indicating that its business will be "Coming Soon" and/or is "Now Hiring" while Tenant's Work is being prosecuted and announcing the "Grand Opening" to the public of such business.

B. Prosecution and Completion. Tenant covenants and agrees: (i) once commenced to prosecute Tenant's Work in good faith and with commercially reasonable diligence (free of and from any unreasonable construction-related rules, restrictions or limitations imposed and/or enforced by Landlord or others, during normal working hours); and (ii) to complete Tenant's Work (as evidenced by the issuance of a "final" certificate of occupancy for the Premises) by the eighteen (18) month anniversary of the date of its commencement thereof (the "**Construction Completion Deadline**"). Notwithstanding any of the foregoing, if prior to the Construction Completion Deadline there is a Force Majeure Event, the Construction Completion Deadline shall be extended for each day of the Force Majeure Event, but not longer than one hundred twenty (120) days.

Notwithstanding anything in Section 2.4 to the contrary, if Tenant commences Tenant's Work but there has been no Force Majeure Event and Tenant fails to complete the same by the Construction Completion Deadline (but is otherwise in compliance with the provisions of this Lease), then Landlord's remedies therefor shall be to exercise the Recapture Option (see Section 2.5).

ARTICLE VI – MAINTENANCE OBLIGATIONS AND INSPECTIONS

6.1 Tenant's Maintenance Obligations. Tenant shall, at all times during the Term and at its own cost, keep and maintain all of Tenant's Improvements located and/or to be located upon the Premises, including, without limitation, the Building, Premises' landscaping, the HVAC, sewage disposal, drainage, lighting, irrigation, exhaust and grease trap systems exclusively serving the Premises, in a good condition and state of repair and in compliance with all applicable Laws.

6.2 Landlord's Maintenance Obligations. Landlord shall have no maintenance or repair duties with respect to the Premises.

6.3 Utility Services. Prior to the Commencement Date, Landlord shall cause, at Landlord's sole cost and expense, water, wastewater, electricity and gas services and lines to be provided to the boundary line of the Premises. From and after the Possession Date, Tenant shall timely pay all charges for water, sewer, electricity, telephone, gas and other utilities supplied to the Premises for use by Tenant and for the regular removal of trash from the Premises. All utilities shall be separately metered to the Premises and separately billed to Tenant.

6.4 Landlord's Right of Entry. Except in the event of an emergency, Landlord and/or its property manager may enter and inspect the Premises on weekdays between 10:00 a.m. and 5:00 p.m., so long as such inspection is scheduled at least twenty-four (24) hours in advance with Tenant's general manager at the Premises.

ARTICLE VII – TENANT'S ALTERATIONS AND OTHER CHANGES

7.1 Tenant's Alterations. Subject to all applicable Laws, Tenant, at Tenant's sole cost, may make alterations to the Building and/or any other improvements (including signage) on the Premises without Landlord's prior consent. Tenant, at Tenant's sole cost, shall obtain any and all necessary permits, licenses and/or governmental approvals before commencing any alterations.

ARTICLE VIII – INSURANCE AND INDEMNIFICATIONS

8.1 Tenant's Insurance Requirements.

A. Tenant's Liability Insurance. Beginning on the Possession Date and throughout the Term, Tenant shall maintain commercial general liability insurance, including contractual liability coverage, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) general aggregate for injuries or death to persons, and in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for damage to property, occurring on the Premises. Tenant's liability insurance policy shall include liquor liability coverage if Tenant sells alcoholic beverages at the Premises. Tenant shall name Landlord as an additional insured under Tenant's liability insurance policy and, upon written request, Tenant shall also name Landlord's property manager and/or Landlord's mortgagee, if any, as additional insureds under Tenant's liability insurance policy. In the event of any injury, death or property damage occurring on the Premises, Tenant's liability insurance policy shall respond first regardless of any similar coverage maintained by Landlord thereon.

B. Tenant's Property Insurance. Beginning on the Possession Date and throughout the Term, Tenant shall maintain "special form causes of loss" fire and extended coverage property insurance for the full replacement cost of the Building. All payments from Tenant's property insurance policy shall be made to Tenant. Landlord shall promptly sign and deliver any commercially reasonable documents that are necessary in connection with the settlement of any claim with Tenant's insurance company.

8.2 Other Coverage. Tenant shall maintain worker's compensation insurance in the statutorily required amount(s) or such other alternative coverage(s) as may be permitted under the Laws of the state in which the Premises is located.

8.3 General Requirements. All insurance policies required to be maintained by Tenant shall be written by insurance companies authorized to do business in the state in which the Premises is located and having a minimum rating of A-/VIII in the most current A.M. Best Company's Key Rating Guide (or its international equivalent). Liability insurance policies shall be written on a

"per occurrence" basis. Tenant shall have its insurer provide thirty (30) days' advance written notice to Landlord of the cancellation or non-renewal of any insurance policy required hereunder, or of any reduction in coverage below the amounts required herein.

8.5 Master Policies. It is agreed that the insurance coverages required herein may be maintained as part of master or umbrella policies of insurance covering other property of Tenant.

8.6 Certificates. Tenant shall, within thirty (30) days after the date of its receipt of a written request, provide a certificate of insurance to Landlord reflecting the coverages required of it hereunder; provided, however, Tenant shall not be required to provide such a certificate more than once every twelve (12) months. Notwithstanding the foregoing, however, Tenant agrees to deliver to Landlord a certificate of each policy of insurance that Tenant is required to maintain hereunder upon or prior to Landlord's delivery of possession of the Premises to Tenant.

8.7 Waiver of Subrogation. Landlord and Tenant each releases the other and the other's officers, members, partners, owners, directors, agents (including, without limitation, any managing agent, management company and property manager) and employees (individually and collectively, the "**Released Parties**"), from any and all liability for loss or damage to the releasing party's respective property, which loss or damage is covered by insurance (or self-insurance) required to be carried hereunder. The foregoing waiver shall apply regardless of the cause, including, but not limited to, Claims caused by any of the Released Parties. If either party maintains a deductible or self-insured retention, it is intended that the foregoing release include the amount of any such deductible or self-insured retention carried by the releasing party. Landlord and Tenant shall each cause its respective property insurance carrier to waive all rights of recovery against the Released Parties with respect to any such loss or damage.

8.8 Indemnifications. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims resulting from or otherwise associated with any injuries to persons or damage to property occurring on the Premises during the Term, except to the extent arising from the negligence, unlawful actions, breach of this Lease, or willful actions of Landlord, its employees, officers, contractors, agents, invitees, or representatives.

8.9 Hazardous Materials.

A. Compliance. Tenant covenants and agrees that Tenant shall, at all times during the Term and at Tenant's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of Tenant's business at the Premises by Tenant and its agents, employees and contractors. Landlord covenants and agrees that Landlord shall, at all times during the Term and at Landlord's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of activities in the Landlord's Property by Landlord and its agents, employees and contractors.

B. Indemnifications Relating to Hazardous Materials. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims arising out of a breach by Tenant of its obligations set forth

in Section 8.9A. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all Claims (i) arising out of a breach by Landlord of its obligations set forth in Section 8.9A or (ii) regarding any Hazardous Materials existing on the Premises prior to the Possession Date, except to the extent, if any, that the same were introduced by Tenant (or by Tenant's agents, employees or contractors); provided, however, the mere discovery by Tenant of existing Hazardous Materials at or near the Premises shall not be deemed to be an introduction by Tenant (or by Tenant's agents, employees or contractors), and Tenant shall have no liability or obligation therefor. For purposes of this Section 8.9B, "Claims" shall include, without limitation, reasonable expenses relating to investigation, reporting, monitoring and remediation as required by the appropriate governmental authority. The indemnifications set forth in this Section 8.9B shall survive the expiration or any earlier termination of this Lease.

C. **Notification.** Each party agrees that should it receive notice of (i) any violation of any Laws related to Hazardous Materials in, on, at, under or near the Premises or (ii) the escape or release of any Hazardous Materials in, on, at, under or near the Premises, such party shall promptly notify the other thereof in writing.

D. **Use of Hazardous Materials.** Neither party shall itself, or knowingly permit its agents, employees or contractors to, use, generate, manufacture, produce, store, release or dispose of any Hazardous Materials in, on, at, under or near the Premises. However, the foregoing is not intended to prohibit either party from using customary cleaning and/or pest control chemicals so long as such chemicals are used in accordance with their manufacturer's specifications and all applicable Laws.

ARTICLE IX – CASUALTY AND CONDEMNATION

9.1 Damage to or Destruction of the Premises.

A. If Tenant's Improvements should be damaged or totally destroyed by fire or other casualty at any time during the Term, then Tenant shall promptly deliver written notice thereof to Landlord.

B. If Tenant's Improvements should be non-materially damaged by fire or other casualty at any time during the Term, then Tenant (in addition to promptly delivering the notice described in Section 9.1A) shall (i) at all times continue to pay all Rent due under this Lease, (ii) be obligated, at Tenant's sole cost, to promptly restore Tenant's Improvements to their prior condition and (iii) be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

C. If Tenant's Improvements should be materially damaged or totally destroyed by fire or other casualty at any time during the Pre-Term, the Primary Term or the Renewal Term, then Tenant shall, at Tenant's sole cost, promptly, after receiving all insurance proceeds due to such material damage or total destruction, proceed with all reasonable

diligence to rebuild and repair Tenant's Improvements to substantially the condition in which they existed prior to such fire or other casualty and be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

9.2 **Intentionally deleted.**

9.3 **Condemnation.**

A. **Total Taking.** If all or a material portion of the Premises (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation or in lieu thereof (in either event, a "**Total Taking**"), then the Term shall cease and terminate as of the date of title vesting in the condemning authority pursuant to such Total Taking and all Rent due under this Lease shall be paid up to such date by Tenant (such termination to be otherwise in accordance with the provisions of Section 15.1). In the event of such termination, any Rent due for the last partial calendar month of Tenant's possession of the Premises shall be prorated, and any Rent paid in advance shall be promptly refunded to Tenant. In the event of any pending or threatened condemnation of less than all of the Premises, Tenant shall, prior to the date of title vesting in the condemning authority but not less than thirty (30) days after the date of Tenant's receipt of written notice of such pending or threatened condemnation from Landlord, notify Landlord, in writing, if Tenant has elected to terminate this Lease for any Total Taking-related loss of a material portion of the Premises.

B. **Partial Taking.** If only a portion of the Premises shall be (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation in lieu thereof and it is reasonably determined by Tenant that the remaining balance(s) thereof will permit Tenant to continue to successfully operate its business at the Premises (with specifically, among other required attributes, adequate access to and sufficient parking for Tenant's Permitted Use of the Premises – i.e., that the portion so taken was not "material" – in either event, a "**Partial Taking**"), which determination shall be presumed if Tenant fails to deliver the termination notice described in Section 9.3A to Landlord within the period described therein, then Tenant, at Tenant's sole cost (subject to reimbursement from any condemnation award to which Tenant is entitled as provided in Section 9.3D), shall promptly proceed with reasonable diligence to restore the Premises to a condition reasonably comparable to the Premises' condition at the time of such condemnation, less the portion of the Premises lost in such Partial Taking (if any), and this Lease shall continue in full force and effect but with a reduction of Rent (effective as of the date of title vesting in the condemning authority pursuant to such Partial Taking) to equitably reflect the diminished utility or value of the Premises (but only if such utility or value is diminished, in Tenant's sole determination).

C. **Temporary Taking.** If, at any time during the Term, Tenant's possessory rights, occupancy rights or leasehold interest in and to all or any portion of the Premises shall be taken on a temporary basis (i.e., for a projected period of ninety (90) or fewer days) for any public or quasi-public use or purpose (a "**Temporary Taking**") and Tenant determines

that the remaining balance thereof (if any) will not permit Tenant to successfully operate its business at the Premises during the period of such Temporary Taking, then: (i) Tenant shall not be required to operate its business at the Premises during the period of such Temporary Taking and, if Tenant ceases to operate because of such Temporary Taking, then all Rent due under this Lease during such period of non-operation shall be abated; (ii) if such Temporary Taking causing Tenant's non-operation continues for a period in excess of ninety (90) days, then, at Tenant's option, such Temporary Taking shall be deemed either a Partial Taking or a Total Taking for purposes of this Section 9.3; and (iii) if such Temporary Taking does not cause Tenant's non-operation but continues for a period in excess of ninety (90) days, then such Temporary Taking shall be deemed a Partial Taking for purposes of this Section 9.3.

D. Condemnation Notice and Award. A party who receives a condemning authority's notice of intention to pursue a Total Taking, Partial Taking or Temporary Taking (in any event, a "**Taking**") shall promptly deliver a copy of such notice to the other party. If any Taking occurs (or is threatened), Landlord and Tenant agree to cooperate in good faith with each other in applying for any award and in prosecuting any claim related to such Taking. In that regard, Landlord and Tenant further agree that the aggregate net award pertaining to the Premises (the "**Award**") shall be made payable to both Landlord and Tenant and be paid and distributed as follows:

(i) In the event of a Temporary Taking of all or a portion of the Premises, the entire Award shall be paid to Tenant (but if such Temporary Taking extends beyond the expiration of the Term, then the portion relating to the period of time after the date of expiration shall be paid to Landlord);

(ii) In the event of a Partial Taking of a portion of the Premises, Tenant shall receive a sum from the Award equal to the Fair Market Value of the portion of Tenant's Improvements taken as of the date immediately prior to the date of such Partial Taking and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the portion of the Premises taken (exclusive of the Fair Market Value of the portion of Tenant's Improvements taken) as of the date immediately prior to the date of such Partial Taking;

(iii) In the event of a Total Taking, Tenant shall receive a sum from the Award equal to the Fair Market Value of Tenant's Improvements as of the date immediately prior to the date of such Total Taking plus the value of Tenant's Leasehold Estate (as defined below) and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the Premises (exclusive of the Fair Market Value of Tenant's Improvements) as of the date immediately prior to the date of such Total Taking;

(iv) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above, Tenant shall be entitled to receive any portion of the Award allocated to the cost of relocating Tenant's removable

furniture, fixtures and equipment and for Tenant's loss of business, regardless of whether this Lease is terminated; and

(v) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above and part (iv) above, Landlord shall be entitled to receive the balance of the Award remaining after giving effect to the foregoing provisions of this Section 9.3D.

For purposes of this Section 9.3D, "Tenant's Leasehold Estate" means the rights and interests granted to Tenant under this Lease. Any Taking-related termination of this Lease shall not affect the rights of the parties to receive their respective portions of the Award.

ARTICLE X – REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Landlord. Landlord makes the following representations and warranties to Tenant, each of which is (i) material and being relied upon by Tenant in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Landlord shall promptly notify Tenant thereof, in writing, and Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord at any time thereafter until such time as the Possession Date has occurred; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

A. Landlord is a duly constituted and validly existing limited liability company under the Laws of the State of Arkansas and is authorized to do business in the State of Arkansas.

B. Landlord has the full right, power and authority to enter into and perform Landlord's obligations pursuant to this Lease and to lease the Premises to Tenant and grant the easements, rights and/or licenses set forth in this Lease in the manner contemplated herein without the consent, approval or joinder of any other person or entity.

C. Landlord owns all of the real and personal property described in this Lease as the Premises.

D. No person or entity other than Tenant has a right to possession of all or any part of the Premises.

E. To be best of Landlord's knowledge, the Premises are compliance with all environmental Laws and no Hazardous Substances have been used, stored, disposed of or released on the Premises in violation of any environmental Law. Without limiting the generality of the foregoing, there is no mold, mildew or similar material present at the Premises.

F. Landlord has not received any written notice of, and has no knowledge of, any violation of any zoning, building, environmental, ecology, health and public safety, subdivision, land sales or similar law, rule, ordinance or regulation, pertaining to the Premises or any portion thereof which has not been complied with. Landlord has not received any written notice that, and has no knowledge that, it is in default under any of the covenants, easements or restrictions or other title documents encumbering the Premises or any portion thereof.

G. Landlord is not the subject of any existing, pending, threatened or contemplated bankruptcy, solvency or other debtor's relief proceeding.

H. There are no existing contracts for the sale of the Premises or any constituent or portion thereof, and there are no existing rights of first refusal or options to purchase the Premises.

Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all Claims incurred by Tenant as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

10.2 Representations and Warranties of Tenant. Tenant makes the following representations and warranties to Landlord, each of which is (i) material and being relied upon by Landlord in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Tenant shall promptly notify Landlord thereof, in writing, and Landlord shall have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), at any time thereafter until such time as the Possession Date has occurred.

A. Tenant is a duly constituted and validly existing limited liability company under the Laws of the State of Louisiana and is authorized to do business in the State of Arkansas.

B. Subject to the provisions of Section 4.1, Tenant has the full right, power and authority to enter into and perform Tenant's obligations pursuant to this Lease without the consent, approval or joinder of any other person or entity.

C. Tenant is not now involved in any pending, or aware of any threatened, proceeding, claim or controversy which affects or may affect Tenant's ability to perform its obligations under this Lease.

D. To Tenant's actual knowledge, no provision of this Lease violates any agreement, order or decree to which Tenant is a party or by which Tenant is bound. To Tenant's knowledge, no provision of this Lease violates any Law to which Tenant is subject or by which Tenant is bound.

Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims incurred by Landlord as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

ARTICLE XI – ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

11.1 Assignment or Subletting by Tenant.

A. Tenant shall not be allowed to assign or sublet the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Landlord shall consent to the sublease or assignment of this Lease, and the Tenant and guarantor, if any, shall be released from their respective obligations under this Lease, provided the subtenant or assignee is a "Qualified Substitute Tenant" which means an entity or individual (i) that is an approved franchisee of the Franchisor (as defined in Exhibit G), or (ii) who has Tangible Net Worth in excess of \$4,000,000 and Liquid Assets in excess of \$250,000; (a) "Tangible Net Worth" means total consolidated assets, less intangible assets, less total consolidated liabilities; and (b) "Liquid Assets" means cash, time deposits, certificates of deposits commercial paper and money market accounts or similar investments so long as such are not pledged, encumbered, hypothecated, subject to rights of offset or otherwise restricted. Tenant shall provide to Landlord evidence of such Tangible Net Worth and Liquid Assets upon the request of Landlord.

B. Except for an assignment effectuated pursuant to Section 11.1(A) above, no assignment of this Lease or subletting of the whole or a portion of the Premises shall, without the prior written consent of Landlord, be deemed to constitute a novation or in any way release Tenant from further performance of the obligations of the "Tenant" under this Lease, and Tenant and all of its direct and indirect assignees and sublessees, if any, shall continue to be jointly and severally liable for the performance of the obligations of the "Tenant" under this Lease for the remainder of the Primary Term or Renewal Term, as applicable, with the same force and effect as if no such assignment or subletting had been made. Notwithstanding anything in this Lease to the contrary, except for an assignment effectuated pursuant to Section 11.1(A) above, no such assignment shall, without the prior written consent of Landlord, operate to relieve Tenant of any liabilities and obligations under this Lease that accrue prior to the last day of the Primary Term or, if applicable, the Renewal Term expiring after the effective date of such assignment.

11.2 Transfers of Landlord's Interest; Limitation of Landlord's Liability. Landlord may sell, transfer or assign Landlord's interest in and to the Premises or this Lease at any time and, in such event, shall be relieved of Landlord's liabilities and obligations under this Lease to the extent such liabilities and obligations accrue after the effective date of such sale, transfer or assignment; provided, however, such purchaser, transferee or assignee agrees, in writing, to assume all of Landlord's unaccrued liabilities and obligations hereunder and to perform such unaccrued liabilities and obligations to the full extent required. Notwithstanding anything in this Lease to the

contrary, no such sale, transfer or assignment shall operate to relieve Landlord of any liabilities and obligations under this Lease that accrue prior to the effective date of such sale, transfer or assignment, nor shall Landlord be relieved of any liabilities and obligations under this Lease if and to the extent Landlord retains ownership of any other property that was made subject to any easements, rights, licenses or restrictions by this Lease.

11.3 Estoppel Certificates. Within ten (10) days after the date of its receipt of a written request therefor, either Landlord or Tenant shall execute, acknowledge and deliver to the other, any current or prospective lender to either party or any prospective purchaser from or investor in either party, without charge, a commercially reasonable form of written statement certifying, to the party's actual knowledge and to the extent true and accurate: (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified, and describing such modifications); (b) that all Rent payable under this Lease has been paid through the date thereof (or describing the date to which Rent has been paid and the amounts thereof); (c) that no notice of a default has been sent to the party requesting such certification which has not been cured (or if such a notice has been sent, describing what default exists); and (d) the Commencement Date, the scheduled expiration of the Term and which Renewal Terms have been exercised, if any. Provided, however, in no event shall either party be obligated to deliver more than two (2) such statements within any twelve (12) month period during the Term.

ARTICLE XII – FEE MORTGAGES; LEASEHOLD MORTGAGES

12.1 Fee Mortgages. Landlord may mortgage its fee interest in the Premises subject to the provisions of Section 12.10 of this Lease. Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of **Exhibit D-1** (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s). Such agreement shall be fully executed in recordable form by all parties necessary to make it fully effective and enforceable and delivered to Tenant; either party thereto shall have the right and option, at the recording party's sole cost, to record such agreement at any time thereafter.

12.2 Mortgaging of the Leasehold. Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's prior consent, provided that all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease. If, from time to time, Tenant or Tenant's permitted successors or assigns shall encumber this Lease with a Leasehold Mortgage, Landlord agrees that for the duration of such Leasehold Mortgage, the provisions of this Article XII shall apply.

12.3 Consent to Amendment. There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section 12.6 and Section 12.7 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms.

12.4 Notices to Leasehold Mortgagees. Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in Section 16.3 of this Lease; provided that, the address for notice to the Leasehold Mortgagee shall be the address provided in writing by the Leasehold Mortgagee to the Landlord.

12.5 Curative Rights of Leasehold Mortgagees. In addition to the rights granted to Leasehold Mortgagee under Section 12.4 hereof, Leasehold Mortgagee shall have an additional period of thirty (30) days to remedy or cause to be remedied any default of which it receives notice, provided such Leasehold Mortgagee shall reimburse Landlord, at the time of so remedying the default, for all reasonable costs and expenses to Landlord of maintaining, protecting, insuring, and operating the Premises during the additional thirty (30) day period.

Section 12.6 Limitation Upon Termination Rights of Landlord. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than ninety (90) days from the expiration of the thirty (30) day period specified in Section 12.5 hereof, provided that Leasehold Mortgagee shall have cured, or shall have caused to be cured, any then-existing monetary or nonmonetary defaults (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee) and meanwhile shall pay the Rent and other charges required to be paid under this Lease. Leasehold Mortgagee shall take steps necessary to acquire Tenant's interest and estate in this Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the ninety (90) day period, Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, and all monetary defaults and nonmonetary defaults have been cured (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee), the time for Leasehold Mortgagee to comply with the provisions of this Section 12.6 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

Section 12.7 Mortgagee Lease. Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, Landlord shall enter into a lease (the "Mortgagee Lease") of the Premises with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

- (a) Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within thirty (30) days after the date of termination and shall, within thirty (30) days after its receipt from Landlord of a written statement of

all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the exception of sums due by reason of Tenant's indemnification obligations herein).

(b) Leasehold Mortgagee shall pay to Landlord at the time of the execution and delivery of the Mortgagee Lease any sums that at the time of such execution and delivery would be due pursuant to this Lease but for the termination, and in addition, all reasonable attorneys' fees and expenses which Landlord shall have actually incurred.

(c) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease and shall further remedy any other conditions that Tenant was obligated to perform under the terms of this Lease.

(d) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Tenant's Improvements thereon as Tenant had under this Lease and the right to extend this Lease for any Renewal Term.

Section 12.8 Agreement Between Landlord and Leasehold Mortgagee. Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) confirming all the provisions of this Article XII, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

Section 12.9 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

Section 12.10 Subordination of Fee Mortgage. If one or more Leasehold Mortgages is in effect, the following shall apply: (a) all Fee Mortgages shall be expressly subject and subordinate to this Lease, any Mortgagee Lease, and all amendments, modifications, and extensions thereof and shall include the Fee Mortgagee's agreement to execute and deliver to Leasehold Mortgagee an agreement in accordance with Section 12.8 hereof; (b) Landlord shall not enter into any Fee Mortgage that violates this Section 12.10; (c) Tenant shall not subordinate this Lease without the prior written consents of all Leasehold Mortgagees; and (d) concurrently with the execution and delivery of this Lease, Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of **Exhibit D-1** (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s).

ARTICLE XIII – DEFAULT AND REMEDIES

13.1 Defaults by Tenant.

A. Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Lease:

(i) Subject to the provisions of Section 13.1B, any failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord;

(ii) Subject to the provisions of Section 13.1B, any failure of Tenant to perform any covenant or agreement set forth in this Lease (other than a failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord);

(iii) Subject to the provisions of Section 13.1B, any breach by Tenant (due to its own act or omission) of any representation or warranty of Tenant under this Lease; or

(iv) If (a) Tenant (or any transferee of Tenant) makes any assignment, sublet or other transfer of an interest in the Premises in violation of this Lease, (b) Tenant shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present federal bankruptcy act or under any future federal bankruptcy act or under any similar law or statute of the United States or any state thereof, (c) any petition is filed against Tenant pursuant to any section or chapter of the present federal Bankruptcy Act or under any future federal Bankruptcy Act or under any similar law or statute of the United States or any state thereof, and such petition or proceeding is not dismissed within sixty (60) days after filing, (d) Tenant makes a transfer in fraud of creditors, (e) Tenant makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, (f) Tenant dissolves or liquidates or (g) a receiver or trustee is appointed for Tenant or any of the assets of Tenant and such receiver or trustee is not removed within fifteen (15) days after such appointment.

B. Cure Periods. If Tenant fails to perform any covenant or agreement set forth in this Lease, or breaches (due to its own act or omission) any representation or warranty of Tenant under this Lease, then such failure or breach shall not be considered an Event of Default unless Tenant fails to cure such alleged failure or breach within thirty (30) days after the date of its receipt of written notice thereof from Landlord, plus such additional time as may reasonably be required to cure the same if such default cannot reasonably be cured within such 30-day period (provided Tenant's curative action is commenced within such 30-day period and thereafter diligently prosecuted).

C. Remedies. If an Event of Default occurs, then, unless a specific remedy for such default is expressly provided for elsewhere in this Lease, Landlord shall, as its sole and exclusive remedy options therefor, have the right and option to either: (i) continue this Lease in effect and recover Rent from Tenant from time to time as it falls due; (ii) terminate

Tenant's right to possession of the Premises, without terminating this Lease, and re-enter and repossess the Premises (and recover the damages specified below); (iii) terminate this Lease (and recover the damages specified below); (iv) if the default is non-monetary, cure such default on behalf of Tenant (and the reasonable cost of such curing shall be due and payable to Landlord, as Additional Rent, within ten (10) days after the date of Tenant's receipt of written notice of such costs from Landlord); (v) pursue any other remedies that may be provided for elsewhere in this Lease; or (vi) pursue any other remedies that may otherwise be available to Landlord in equity, including, without limitation, injunctive relief or specific performance. However, if Landlord chooses option (ii) above, Landlord shall not be precluded from later choosing option (iii) above.

(i) **Termination of Possession.** If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, then Tenant shall remain liable to Landlord for the payment of Rent for the remainder of the Term as the same becomes due, and for the payment of any and all reasonable costs incurred by Landlord in connection with a re-letting of the Premises, which re-letting shall be on such terms and conditions as are commercially reasonable under the general market conditions and circumstances at that time; and any amounts received from such re-letting shall be applied against the monetary obligations of Tenant under this Lease. Repossession by Landlord shall not be construed as an election by Landlord to terminate this Lease unless Landlord delivers written notice to Tenant expressly stating that Landlord is terminating this Lease. For purposes of this Section 13.1, "reasonable costs" of re-letting shall be deemed to include, without limitation, the following costs (but only to the extent such costs are reasonable): costs to repair the Premises, brokers' fees and reasonable attorneys' fees incurred in connection with the negotiation of a lease with the new tenant; such "reasonable costs" may also include reasonable costs to alter the Building, but only if (1) the costs of such alterations are reasonable, (2) such alterations are necessary in order to relet the Premises under the general market conditions and circumstances at that time and (3) such costs bear a reasonable relationship to the amount of rental to be gained from the new tenant.

(ii) **Termination of Lease.** If Landlord elects to terminate this Lease, then damages shall be determined in accordance with the following formula:

- (a) the amount of any unpaid Rent that is owed as of the date of termination (including any Interest due in connection therewith); plus
- (b) the net present value of the amount by which any unpaid Rent which would have been owed after the termination date for the remainder of the Term exceeds the amount of rental loss that Tenant proves could have been reasonably avoided through mitigation.

For purposes of clause (b) above, the "net present value" shall be calculated by discounting the amount at the rate of ten percent (10%) per annum.

13.2 Defaults by Landlord. Subject to the provisions of Section 11.2, if Landlord breaches (due to its own act or omission) any representation or warranty of Landlord under this Lease or fails to perform any covenant or agreement set forth in this Lease (other than the covenants or agreements set forth in Sections 5.1, 5.2 and 6.2), then Landlord shall have thirty (30) days following the date of its receipt of written notice thereof from Tenant to commence the cure of such alleged breach or failure (i.e., default), plus such additional time as may reasonably be needed to complete the cure of the same. If, upon the expiration of such 30-day period such default is not cured, or if such default cannot reasonably be cured within such 30-day period and Landlord has not commenced the cure of such default within such 30-day period (and thereafter diligently prosecuted such curative action to completion), then Tenant may either (a) pursue any remedies that may be available to it at law or in equity, including, without limitation, injunctive relief or specific performance, or (b) without waiving any other remedies that Tenant may have at law or in equity, cure such default itself on behalf of Landlord and the actual, documented out-of-pocket costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant. Any failure of Landlord to pay the amounts due to Tenant within ten (10) days after the date of Landlord's receipt of such demand shall entitle Tenant to deduct such amounts, plus Interest, from any amounts due to Landlord under this Lease, including Rent subsequently due to Landlord under this Lease, until Tenant has been paid in full and Tenant shall be permitted to deduct amounts sufficient to enable it to be fully reimbursed by the end of the Term).

13.3 Additional Equitable Remedies; Mitigation. The remedies of Landlord and Tenant set forth in this Lease in the event of a default shall not preclude either party from pursuing any available equitable remedies, including, but not limited to, specific performance and injunctive relief. In the event of an uncured default, the non-defaulting party shall in each event use reasonable efforts to mitigate its damages.

13.4 Interest. Any sums not paid when due from one party to the other shall bear interest from the date due until the date paid in full at a rate per annum ("Interest") equal to the lesser of (a) the highest lawful rate or (b) the then applicable "Prime Rate" (as quoted in The Wall Street Journal, or a successor publication if The Wall Street Journal is no longer published) plus one percent (1%); provided, however, in no event shall such rate exceed twelve percent (12%) per annum.

ARTICLE XIV – FORCE MAJEURE EVENT

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to pay Rent as and when due hereunder or to timely make any other payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from a Force Majeure Event. For the purpose of clarification and certainty, the occurrence of a Force Majeure Event shall not excuse, delay, release, or waive the payment of Rent by the Tenant to the Landlord or any other obligation or the payment of money from an Impacted Party to the other party hereto.

14.2. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force

Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 14.2, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

ARTICLE XV – END OF TERM

15.1 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall peacefully and quietly surrender possession of the Premises to Landlord, broom clean, free and clear of any occupants, subtenants, licensees or concessionaires and, furniture, fixtures and equipment (collectively, "**Removable Property**"), and in good condition and state of repair, reasonable wear and tear and loss by casualty excepted. Notwithstanding the preceding sentence, however, Tenant shall, at any time prior to the date of such expiration or earlier termination, have the right, but not the obligation, to enter upon and remove from the Premises any of its remaining Removable Property, subject to an obligation to repair any non-cosmetic damage caused thereby, which repair obligation shall survive such expiration or earlier termination. If, after such surrender of possession, any Removable Property remains at the Premises, then the same shall be deemed to have been abandoned and entitle Landlord to retain and own the same or to dispose of the same, at Landlord's sole cost. In connection with such surrender of possession, Tenant shall also have the right, before the expiration or earlier termination of this Lease, at Tenant's sole cost, to make changes in the appearance of the exterior and/or interior of the Building so as to alter its appearance from that of Tenant's typical trade dress. Such changes may include: (a) removing exterior signage and other decorative elements of a similar nature from the exterior and/or interior of the Building (and repairing any damage caused thereby); and (b) subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), repainting all or part of the exterior and/or interior of the Building so as to change its color(s) from Tenant's typical scheme to a neutral color scheme.

15.2 Holding Over by Tenant. Unless otherwise agreed to in writing, if Tenant or any assignee, sublessee or licensee of Tenant fails to fully vacate the Premises upon the expiration or earlier termination of this Lease, then such failure shall constitute and be construed as a tenancy from month-to-month at one hundred twenty-five percent (125%) of the amount of the Annual Rent due in the last month of the expired or earlier terminated portion of the Term (prorated and paid on a monthly basis), subject to all of the other provisions of this Lease (including, but not limited to, the obligation to pay Additional Rent to Landlord). Either Landlord or Tenant shall have the right and option to terminate such month-to-month tenancy upon thirty (30) days' written notice to the other. The foregoing is not intended to grant to Tenant any right to remain in possession of the Premises beyond the expiration or earlier termination of this Lease.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.1 Title to Tenant's Improvements. Title to Tenant's Improvements upon the Premises only) and to all Removable Property at the Premises shall be vested in and remain in Tenant throughout the Term. Upon the expiration or earlier termination of this Lease, title to Tenant's Improvements shall automatically pass to and become vested in Landlord; subject, however, to

Tenant's right to remove the Removable Property and/or make the alterations described in Section 16.1. Title to any Removable Property remaining at the Premises after the expiration or earlier termination of this Lease shall automatically pass to and become vested in Landlord. Within ten (10) Business Days after the date of Tenant's receipt of Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord, at no cost to Tenant, any commercially reasonable form of quit claim deed, bill of sale and/or assignment instrument deemed necessary by Landlord to evidence such transfer of title.

16.2 Brokerage Commissions. Landlord represents and warrants that Landlord has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Tenant represents and warrants that Tenant has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Landlord agrees that it shall be solely responsible for the payment of any and all commissions or fees owed to Broker by reason of the creation or procurement of this Lease pursuant to a separate agreement. Landlord and Tenant shall and do hereby mutually indemnify, defend (with counsel reasonably acceptable to the other) and hold each other harmless from and against any and all Claims in the event any broker, agent or other intermediary alleges that it is owed a commission, fee or other payment by reason of the indemnitor's dealings, negotiations or communications in connection with this Lease or the demise of the Premises; provided, however, the foregoing mutual indemnification shall not extend to the Claims of Broker, which shall be the sole responsibility of Landlord as hereinabove provided. The mutual indemnification set forth in the preceding sentence shall survive the expiration or any earlier termination of this Lease.

16.3 Notices and Payments. All notices, demands, requests, consents and other communications required to be given under this Lease shall be in writing and shall be deemed to have been delivered/received, upon receipt or refusal, after being sent by (a) hand delivery by a reputable courier service that maintains a record of delivery, (b) United States certified mail, postage prepaid, return receipt requested, or (c) a nationally-recognized overnight delivery service. For purposes of this Section 16.3, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such rejected or misaddressed notice, demand, request, consent or other communication. Any notice given by counsel to either Landlord or Tenant on behalf of Landlord or Tenant, as applicable, shall be deemed to have been given by Landlord or Tenant, as applicable, for all purposes of this Lease.

16.4 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the Laws of the state in which the Premises is located. In the event any legal action is brought by one party against the other to enforce or interpret any term, provision or covenant hereof, venue for such action shall be proper in a court of competent jurisdiction in the county (or other political subdivision) in which the Premises is located.

16.5 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT,

TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. The foregoing waiver of trial by jury was voluntarily and intentionally made by both Landlord and Tenant.

16.6 Attorneys Fees and Costs.

A. Recovering Costs. If either party should employ an attorney to enforce any provisions of this Lease or to protect its interests in any matter arising under this Lease, or to recover damages for breach of this Lease, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

B. Segregation of costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

16.7 Entire Agreement. This Lease sets forth the entire agreement of Landlord and Tenant with respect to the subject matter hereof and cannot be altered, amended or modified except by a written instrument duly executed by both parties.

16.8 Binding Authority. Subject to the provisions of Sections 11.1 and 11.2, this Lease shall be binding upon and inure to the benefit (or detriment, as applicable) of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. Whenever reference to the parties hereto is made in this Lease, such references shall be deemed to include the heirs, legal representatives, successors and permitted assigns of said party the same as if in each case expressed. For purposes of this Lease, the term "person" means any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

16.9 Business Days; Close of Business. If the date for performance of any act or obligation,

including the Commencement Date (unless Tenant actually opens to the public for business at the Premises on such date), or delivery of any notice due under this Lease shall fall on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next business day. For purposes of this Lease, any references to "Business Days" shall be deemed to be references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of federal or state holidays or such other dates upon which nationally-chartered banks of the United States of America are not open for business) and the "close of business" shall be deemed to be 6:00 p.m., local time, in the county (or other political subdivision) in which the Premises is located.

16.10 Intentionally Deleted.

16.11 No Waiver. No provision of this Lease shall be deemed waived by Landlord or Tenant, nor shall the failure of either party to insist on the strict performance thereof be deemed such a waiver, unless the same is expressly waived in a writing signed by Landlord or Tenant, as the case may be. No waiver by Landlord or Tenant of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or of any other provision hereof. Unless otherwise expressly provided in this Lease, any failure of either Landlord or Tenant to exercise any option, right, power or remedy granted or otherwise provided herein to such party shall not be deemed to be nor be construed as a relinquishment of such option, right, power or remedy. The receipt by Landlord of any Rent required to be paid by Tenant under this Lease with knowledge of any default by Tenant under this Lease shall not be deemed to be nor be construed as a waiver of such default.

16.12 Rules of Construction. This Lease has been examined, reviewed, negotiated and revised by counsel for each party, and no implication may be drawn against either party by virtue of the preparation and drafting hereof.

16.13 Headings and Titles. The headings and titles used in this Lease have been inserted for purposes of reference and convenience only and shall not be deemed to amplify, limit, define or otherwise affect the express provisions hereof.

16.14 Invalidity. If any provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.15 Counterparts; Execution. This Lease may be executed in any number of counterparts with the same force and effect as if all required hand-written signatures of the parties were contained in a single original document. Hand-written signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or e-mailed documents were an original executed counterpart. If the parties exchange electronic signature versions of this Lease, then the parties shall promptly thereafter exchange counterparts of this Lease with original signatures. If drafts of this Lease or

other communications between the parties were sent by e-mail or other electronic methods, then the following additional provisions shall also apply: (a) any typewritten signature included with any e-mail or any document attached to any e-mail is not an electronic signature within the meaning of the Electronic Signatures in Global and National Commerce Act or any other Law of similar import, including, without limitation, the Uniform Electronic Transactions Act (the "UETA"), as the same may be enacted in any state; and (b) any transmission of this Lease is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined in the UETA); instead, it is both Landlord's and Tenant's intention that a record of such transaction shall be created only by handwritten signatures on an original document.

16.16 Relationship of Parties. It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

16.17 Landlord's Duty of Reasonable Cooperation. Landlord agrees to cooperate in a reasonable and timely manner with Tenant in connection with the obtaining of the Title Policy (including, specifically, the prompt execution and return to Tenant or the Title Company of any requested commercially reasonable form of owner's affidavit) and with the obtaining and/or renewal of all permits and licenses which Tenant may need in order to open and operate its intended business at the Premises throughout the Term; provided, however, there shall be no unreimbursed out-of-pocket cost related thereto to Landlord other than the cost of Landlord's legal counsel. Such cooperation may, but only if required under any state and/or local Laws applicable to the issuance and/or renewal of such permits and licenses, include allowing Tenant to post public notices on or about the Premises at any time after the Effective Date (even if prior to the Delivery Date) and the disclosure of information on Landlord and its business principals. Tenant agrees to hold any such information confidential and to use the same only for the purposes of obtaining the Title Policy or obtaining or renewing the license or permit for which such information is required. All costs associated with obtaining the Title Policy or with obtaining or renewing any such permit or license shall be borne by Tenant.

16.18 Quiet Enjoyment. So long as Tenant is not in default under this Lease beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection.

16.19 Gender. Words of any gender used in this Lease shall be construed to include the other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

16.20 Exhibits. The Exhibits attached to this Lease are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth in the body of this Lease.

16.21 Offer and Acceptance. One party's execution and delivery of this Lease to the other shall be deemed an offer extended to such other party which shall automatically expire fifteen (15) Business Days thereafter unless accepted (by such other party's execution and delivery of this

fully-executed Lease to such offering party), rejected or revoked prior thereto. This Lease shall become binding upon the parties hereto only upon the full and unconditional execution and timely delivery hereof as aforesaid.

16.22 Compliance with Laws. Tenant shall, at all times and at Tenant's own cost, comply with and observe all Laws applicable to Tenant's development, use, occupancy and, if applicable, subsequent alteration of the Premises and.

16.23 Mechanic's and Materialmen's Liens. Each party agrees to hold the other harmless from and against any and all losses, costs or damages (including reasonable attorneys' fees and court costs) due to any lien being filed against the Premises on account of any non-payment for or dispute with respect to any labor or materials furnished in connection with the construction referred to herein or any other construction upon the Premises or elsewhere on Landlord's Property and such party shall not allow any judgment to lie against the Premises or any other portion of Landlord's Property (as applicable). The party causing (or otherwise permitting) such a lien to be filed shall either have the lien removed within thirty (30) days after the date of its receipt of written notice of the filing of the lien or bond off the lien should such party desire to contest it, then Landlord's obligations hereunder shall be limited to the requirement of using commercially reasonable efforts to enforce the provisions of its lease so as to cause such tenant to promptly remove or bond off such lien. If Tenant shall fail to remove or bond off such lien within such 30-day period, then Landlord may, in addition to any other potentially available remedy of Landlord under this Lease, have the right and option to remove or discharge such lien and, upon Landlord's demand, Tenant shall promptly reimburse to Landlord all reasonable costs incurred by Landlord in connection therewith with Interest (and the foregoing reimbursement obligation shall survive the expiration or any earlier termination of this Lease); provided, however, that if Tenant has demonstrably and in good faith begun the process of removing or bonding off such lien within such 30-day period and is diligently pursuing such removal or bonding off, then Landlord shall not have the right set forth in this Section 16.23 (unless such lien has not been removed or bonded off within sixty (60) days after the date of Tenant's receipt of written notice of the filing thereof).

16.24 Governmental Development Incentives. The parties understand, acknowledge and agree that any economic incentives to be provided by the City of Jonesboro, County of Craighead or State of Arkansas governments to Tenant regarding Tenant's proposed development and/or use of the Premises shall belong to and directly benefit Tenant only.

16.25 Tenant's Option to Purchase.

A. Tenant shall have the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") for the sum of Two Million and 00/100 U.S. Dollars (\$2,000,000) ("**Purchase Price**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. The Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4th) Lease Year (Tenant may provide notice any time prior to the first day of the fourth (4th) Lease Year) and no later than the last day of the sixth (6) calendar month of the fourth (4th) Lease Year. Notwithstanding the delivery of the Purchase Option Notice, all terms, covenants, and

conditions of this Lease shall remain in full force and effect through and until the Closing Date (as defined below), including, without limitation, Tenant's obligation to pay Rent, and Tenant's right to possession of the Premises.

B. In the event the Premises shall be condemned in whole or in part or shall suffer a casualty loss following the delivery of the Purchase Option Notice, Tenant shall have the right to:

- i. rescind the Purchase Option Notice and retain the Purchase Option, or
- ii. take an assignment of all insurance proceeds or condemnation awards, as the case may be, and proceed to purchase the Premises under the terms of this Section.

C. Upon the exercise of the Purchase Option, Landlord shall sell and Tenant shall buy the Premises upon the terms set forth in this Section and Landlord shall convey the Premises to Tenant by a general warranty deed in recordable form, subject only to Taxes not yet due and payable and to those exceptions existing at the time of the execution and delivery of this Lease and approved by Tenant, but not including any mortgages or other liens against the Premises.

D. Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price, covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

E. The closing shall take place sixty (60) days after the Purchase Option Notice is given to Landlord or upon such other date as the parties mutually agree ("**Closing Date**"),

and shall be through an escrow with the Title Company or such other escrow agent as the parties may select with the general provisions of the usual form of deed and escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Section. The payment of the Purchase Price and delivery of the deed and all other necessary documents shall be made through the escrow. The cost of the escrow shall be divided equally between Landlord and Tenant.

F. Taxes not yet due and payable, assessments, utilities (to the extent not already in Tenant's name), Annual Rent and Additional Rent, and other similar items (if any) shall be adjusted ratably as of the time of closing. If the amount of current Taxes is not then ascertainable, the adjustment thereof shall be on the basis of the most recent ascertainable Taxes. If, on the Closing Date, any assessment for benefit is a lien on the Premises or any part thereof, Landlord shall pay the same in its entirety. All prorations shall be final.

G. Any state, county, or municipal stamp tax or any other real estate conveyance tax imposed by applicable governmental authorities ("Transfer Tax") shall be paid by the Landlord. Landlord shall join in the execution of any tax forms required by law if necessary.

H. Landlord shall deliver to Tenant at closing all documents reasonably required by the Title Company and Tenant to effectuate the closing and issue the Title Policy.


I. The parties understand that, in the event Tenant exercises the Purchase Option, additional easements, covenants, and agreements may be required for the future development of Landlord's Property. Tenant agrees that if any such easements, covenants, or agreements are required for the development of Landlord's Property, including but not limited to access, utilities, or drainage, Tenant will execute any easement, covenant, or agreement reasonably requested by Landlord on or before Closing Date; provided that, Tenant shall not be required to execute any easement, covenant, or agreement that results in any: (1) additional expense of any kind to Tenant, including without limitation any maintenance obligations, (2) interference with Tenant's operations, or (3) disturbance or damage to any improvements of any kind on the Premises.

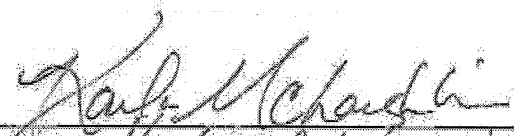
16.26 Restricted Use. Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

[SIGNATURES FOLLOW ON NEXT PAGE]


IN WITNESS WHEREOF, both Landlord and Tenant have signed and dated this Lease in the appropriate locations below to be effective as of the Effective Date.

WITNESSES:


Name: Frances Short

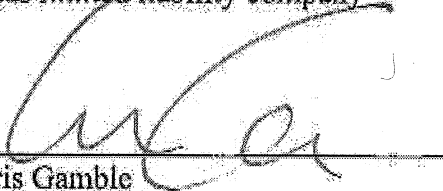

Name: Kaala McLaughlin


Name: EMILY P. KRAEMER


Name: KELLY F. ALLEN

LANDLORD:

GAMBLE LAND COMPANY, LLC,
an Arkansas limited liability company


By: 
Chris Gamble
Title: Manager

Date: 11/8/24

TENANT:

JONESBORO EATS, LLC, a Louisiana limited liability company

By: McJunkins Management Company, LLC
Its: Manager

By: 
Name: Christopher G. McJunkins
Title: Manager

Date: 11/12/24

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 feet to the point of beginning proper; thence North 00°35'59" East, 285.32 feet; thence North 89°47'26" East, 226.05 feet; thence South 00°14'25"E, 286.22 feet to the North line of tract 2; thence along said North line, North 89°58'47" West, 230.23 feet to the point of beginning proper, containing 1.50+/- acres (65,193.35 sq. ft.), more or less, subject to all rights-of-way and easements of record.

EXHIBIT A-2

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

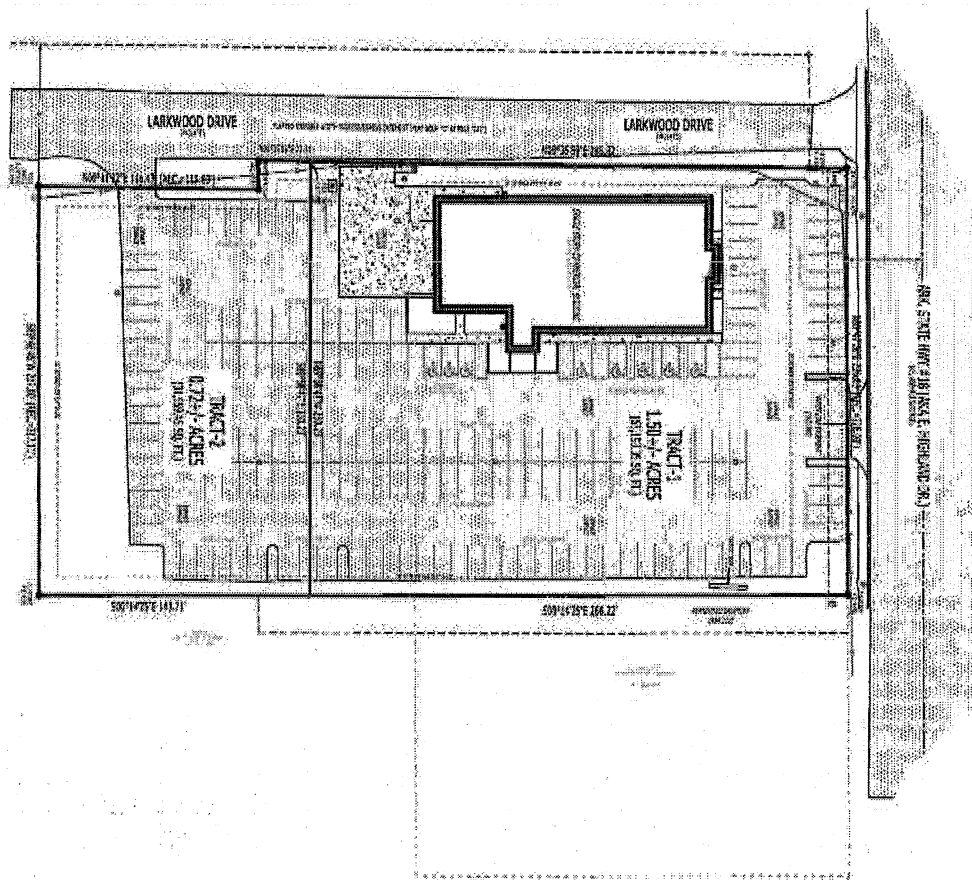
Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 to the South line of Tract 1; thence along said South line, South 89°58'47" East, 230.23 feet; thence South 00°14'25" East, 143.71 feet, to the South line of Lot 1 of First Fair Park Commons Minor Plat, aforesaid; thence along said South line, South 89°46'46" West, 217.00 feet to the point of beginning proper, containing 0.72+/- acres (31,559.45 sq. ft.), more or less, subject to all rights-of-way and easements of record.

EXHIBIT B-1

DEPICTION OF THE PREMISES
[SEE ATTACHED]

LEGEND:
 ■ 1960-1969
 ▲ 1970-1979
 ● 1980-1989
 ○ 1990-1999
 □ 2000-2009
 ▫ 2010-2019

EXHIBIT B-2
DEPICTION OF LANDLORD'S PROPERTY
[SEE ATTACHED]



LEGAL DESCRIPTION TRACT-1

[illegible]

LEGAL DESCRIPTION TRACT-2:

1001 to 1017, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 17



LEASE AREA DEPICTION
CLIENT: GAMBLE BROTHERS
2809 E. HIGHLAND DRIVE, SONESBORO, ARKANSAS



COMPASS SURVEYING
& MAPPING, LLC

[illegible]

EXHIBIT C

MEMORANDUM OF LEASE [FORM]

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this "Memorandum") is made and entered into by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

R E C I T A L S :

WHEREAS, pursuant to that certain "Ground Lease Agreement" dated to be effective as of November [•], 2024 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, being more particularly described on Exhibit 1 attached hereto and depicted and identified on Exhibit 2 attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the "Premises");

WHEREAS, Landlord and Tenant desire to disclose to the public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the official public records of Craighead County, Arkansas.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. Landlord leases the Premises to Tenant for the Term pursuant to the terms and conditions of the Lease.
2. The "Term" of the Lease will commence on the Commencement Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the fifteenth (15th) Lease Year (as defined in the Lease) after the Commencement Date.
3. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.
4. All buildings and other constructions located from time to time on the Premises shall be and remain the property of Tenant throughout the Term. Upon the expiration or earlier termination of the Lease, all buildings and other constructions become the property of Landlord; provided that, Tenant may remove any furniture, fixtures, and equipment.

5. Option.

A. Section 16.25 of the Lease gives Tenant the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. Except as otherwise provided below, the Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4th) Lease Year and no later than the last day of the sixth (6) calendar month of the fourth (4th) Lease Year.

B. Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price (as defined in the Lease), covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes (as defined in the Lease) not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

6. **Restricted Use.** Section 16.26 of the Lease restricts the use of Landlord's property described on **Exhibit 3** attached hereto ("**Landlord's Property**") as follows: Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

7. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

LANDLORD:

GAMBLE LAND COMPANY, LLC, an Arkansas
limited liability company

By: _____
Chris Gamble
Title: Manager

TENANT:

JONESBORO EATS, LLC, a Louisiana limited
liability company

By: McJunkins Management Company, LLC
Its: Manager

By: _____
Name: Christopher G. McJunkins
Title: Manager

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

This instrument was executed and acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

STATE OF LOUISIANA §

PARISH OF CADDO §

This instrument was executed and acknowledged before me on this ____ day of _____, 20__, by Christopher G. McJunkins, Manager of McJunkins Management Company, LLC, a Louisiana limited liability company, Manager of Jonesboro Eats, LLC, a Louisiana limited liability company, on behalf of Jonesboro Eats, LLC. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF LOUISIANA

My Commission Expires: _____

LANDLORD'S ADDRESS:

TENANT'S ADDRESS:

Jonesboro Eats, LLC
c/o: Christopher G. McJunkins
362 Parsons Green
Shreveport, Louisiana 71106

AFTER RECORDING, RETURN TO TENANT

EXHIBIT 1

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT 2

DEPICTION OF THE PREMISES
[SEE ATTACHED]

EXHIBIT 3

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT [FORM]

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement (this "**Agreement**") dated as of the [·] day of [·] [·] (the "**Effective Date**"), is made by and among [·], having an address at [·] ("**Lender**"), JONESBORO EATS, LLC, a Louisiana limited liability company having an address at 362 Parsons Green, Shreveport, Louisiana 71106 ("**Tenant**"), and GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company, having an address at [·] ("**Landlord**"), collectively referred to herein as the "**Parties**," or individually as a "**Party**".

RECITALS:

A. Landlord is the owner of the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, and legally described on Exhibit "1" attached hereto, (collectively, the "**Property**").

B. Lender has made a loan to Landlord (the "**Loan**"), that is evidenced by a promissory note in the original principal amount of \$[·] (the "**Note**") and secured by a [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Mortgage**") and [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Pledge of Leases**") (hereinafter, the Mortgage and Pledge of Leases may be referred to collectively as the "**Security Instruments**"). The Note, the Security Instruments, and all other documents and instruments evidencing or securing the Loan and any amendments, extensions, supplements, consolidations, replacements, renewals, and advances or re-advances are in this Agreement collectively called the "**Loan Documents**."

C. Landlord and Tenant have entered into that certain Ground Lease Agreement, dated November __, 2024 and as the same may hereafter be amended from time to time (as so amended, the "**Lease**") under which Landlord leased to Tenant all of the Property, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, as more particularly described in the Lease (the "**Premises**").

D. Lender and Tenant desire to confirm their understanding with respect to, among other things, the subordination of the Lease to the Security Instruments and Lender's agreement not to disturb Tenant's possession of the Premises, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. Subordination.

The Lease and Tenant's leasehold interest under the Lease shall be and shall remain, at all times, and in each and every respect, subject and subordinate to the Security Instruments and other

Loan Documents, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including without limitation, amendments which increase the amount of the indebtedness secured by the Loan Documents. Notwithstanding the foregoing, as between Landlord and Tenant, nothing contained in this Agreement shall be deemed to: (a) excuse or reduce any obligation owed by Landlord to Tenant under the Lease; or (b) waive, in whole or part, any of Tenant's rights or remedies against Landlord under the Lease.

2. Non-Disturbance.

Lender covenants that the leasehold interest granted by the Lease, and Tenant's right to quiet enjoyment, possession, and any other rights under the Lease, shall not be disturbed or terminated by any transfer of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, sale, or other action or proceeding initiated to enforce the loan documents (individually and collectively referred to as an "Enforcement Event") provided that: (i) the Lease is in full force and effect; and (ii) there exist no material defaults by Tenant that are continuing beyond the expiration of any applicable notice and cure periods under the Lease; other than *de minimis*, non-financial defaults that will not adversely affect the Property or Lender's lien and security interest therein. Without limiting any of the foregoing, Lender agrees that Tenant shall not be named or joined in any foreclosure, sale, or other proceeding by or on behalf of Lender to enforce the Loan Documents unless the joinder is required by law to perfect such a foreclosure, sale, or other proceeding.

3. Attornment.

(a) If any Enforcement Event occurs, Tenant hereby attorns to any transferee, including Lender, and its designees, successors, and assigns (individually and collectively, "Successor"), as the landlord under the Lease. Tenant shall be bound to Successor under all the executory terms, covenants, and conditions of the Lease for the balance of the Lease term with the same force and effect as if Successor had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments evidencing Successor's succession to the interest of Landlord under the Lease. From and after the occurrence of any Enforcement Event, Tenant shall make all payments under the Lease directly to Successor. Subject to the terms of Section 3(b), Successor shall recognize all rights and options of Tenant under the Lease and the Lease shall continue in full force as a direct lease between Tenant and Successor, and the respective executory rights and obligations of Tenant and Successor, to the extent of the then remaining balance of the term of the Lease and any extensions and renewals thereunder, shall be and are the same as set forth therein, except as modified by this Agreement.

(b) Notwithstanding the foregoing, Successor shall not be:

(i) liable for any act, omission, or default of Landlord or any prior landlord, except for a default of a continuing nature (each a "Continuing Default") that continues to accrue after Successor obtains title to or control of the Property. Without limiting the foregoing, Tenant reserves all of its rights and remedies under the Lease with respect to a Continuing Default by Landlord, whether occurring or

accruing prior to or after the date Successor takes title to or control of the Property;
or

(ii) liable for any damage for a breach of any representation or warranty contained in the Lease by Landlord or any prior landlord under the Lease.

4. Default by Landlord.

(a) If Landlord defaults under the Loan Documents, Landlord authorizes and directs Tenant to, and Tenant agrees to, recognize the pledge of rents which Landlord made to Lender in the Loan Documents, and pay to Lender as pledgee all rents due under the Lease, starting on the date of Tenant's receipt of written notice from Lender that Landlord is in default under the Loan Documents and directing that rents be paid to Lender. Rent payments made by Tenant to Lender pursuant to this Agreement shall continue until one of the following occurs:

(i) no further rent is due or payable under the Lease;

(ii) Lender gives Tenant notice that Landlord's default under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or

(iii) Lender sends Tenant notice that an Enforcement Event has occurred. Subject to Section 3 hereof, upon such notice Successor shall succeed to Landlord's interest as the landlord under the Lease, after which all rent and other income due under the Lease shall become payable to Successor.

(b) Landlord hereby acknowledges and agrees that all payments made by Tenant in accordance herewith shall constitute payments under the terms of the Lease. Landlord hereby waives all claims against Tenant and agrees to indemnify Tenant against all costs and liability for following any payment instructions given pursuant to this Agreement, even if those instructions prove to be improper or are disallowed by a court of competent jurisdiction. Without limiting the foregoing, Tenant shall not be required to make any inquiry or conduct any investigation into the validity or appropriateness of Lender's written demand for payment of rent pursuant hereto. In the event Tenant receives conflicting instructions from either Lender or Landlord, Tenant shall have the right to request clarification or further assurances from either or both of Lender and Landlord.

(b) If Landlord defaults under the Lease, Tenant agrees to deliver a copy of any notice of such default to Lender. If the default by Landlord gives rise to the right of termination by Tenant, Tenant agrees to give Lender the right to cure the default in accordance with the terms and conditions contained in Section 6 hereof. All notices from Tenant to Lender sent under this Section 4(b) shall be delivered in accordance with the notice provisions of Section 8 hereof.

5. Limitation on Lender's Performance.

Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any obligation of Landlord as the landlord under the Lease unless and until Lender or any Successor obtains title or possession to the Property whichever is earlier.

6. Lender's Right to Cure.

(a) Tenant shall not terminate the Lease, nor exercise any other right or remedy granted to Tenant under the Lease or applicable law, including, without limitation, any setoff rights because of a default of Landlord under the Lease or the occurrence of any other event, without first giving Lender prior written notice of such default or event. Thereafter, Tenant shall take no action to terminate the Lease, nor exercise any other right or remedy if:

(i) within ten (10) days following the end of the period in which Landlord is entitled to cure the default, Lender cures such default or event, if the same can be cured by the payment of money; or

(ii) Lender diligently starts either: (A) to cure the default or event if the same cannot, with diligence, be cured within said ten (10) days, and thereafter diligently pursues the cure; or (B) an action to obtain possession of the Premises (including possession by receiver) and to cure such default or event which cannot be cured by Lender without Lender having obtained possession.

(b) Nothing in this Agreement shall be construed as a promise or undertaking by Lender to cure any default on the part of Landlord under the Lease.

(c) Notwithstanding the foregoing, Tenant shall be permitted to exercise its rights under the Lease, including, without limitation, any termination rights, if Lender has not cured such default within thirty (30) days from the date Lender receives a copy of Tenant's notice of Landlord's default.

(d) No cure undertaken by Lender hereunder shall act as a waiver, excuse, or extension of time for Lender to perform any obligation owed to Tenant under the Lease, it being acknowledged that Tenant hereby reserves all rights and claims against Landlord for defaults under the Lease.

7. Tenant's Covenants.

Tenant agrees for the benefit of Lender that, so long as the lien of the Security Instruments continue to encumber the Property, Tenant shall not without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

(a) pay any rent or additional rent to Landlord, or any other landlord under the Lease, by more than thirty (30) days in advance except for prepayments of additional rent for operating expenses and real estate taxes made in accordance with the terms of the Lease;

(b) enter into any amendment or other agreement relating to the Lease.

8. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand, with written confirmation of receipt;
- (b) when received by the addressee, if sent by a nationally recognized overnight courier;
- (c) on the date sent if by email (with confirmation of transmission) if sent during normal business hours or on the next business day if sent after normal business hours; or
- (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Lender:

Address: [LENDER'S ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to:

Address: [LENDER'S LAW FIRM ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]
Attention: [ATTORNEY NAME]

If to Tenant:

Address: 362 Parsons Green
Shreveport, Louisiana 71106
Telephone: (318)470-9436
Email: chris@mcjunkinsgroup.com
Attention: Christopher G. McJunkins, Manager

with a copy to:

Address: 330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Telephone: (318)226-9100
Facsimile: (318)424-5128
Email: rlamb@wwmlaw.com
Attention: Richard D. Lamb, III

If to Landlord:

Address: [LANDLORD'S ADDRESS]

with a copy to:

Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
[Email: [EMAIL ADDRESS]]
Attention: [ATTORNEY NAME]
Address: [LANDLORD'S LAW FIRM ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
[Email: [EMAIL ADDRESS]]
Attention: [ATTORNEY NAME]

9. Attorneys' Fees and Costs.

(a) Recovering Costs. If either party should employ an attorney to enforce any provisions of this Agreement or to protect its interests in any matter arising under this Agreement, or to recover damages for breach of this Agreement, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys' fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

(b) Segregation of Costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subordination of the Lease, the leasehold interest created by the Lease, and all rights of Tenant under the Lease to the lien of the Security Instruments and other Loan Documents, and as to the rights and obligations of the Parties regarding the subject matter of this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to the subject matter hereof. If there is any conflict between the provisions of this Agreement and those of the Lease, the provisions of this Agreement shall prevail.

11. Amendments.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors in interest.

12. Waiver.

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the law of the State of Arkansas, without regard to the choice of law rules of that State.

14. Severability.

In the event any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

15. Successors and Assigns.

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Counterparts and Original Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to the other Parties no later than ten (10) days after the date of delivery by facsimile or email.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

TENANT:

JONESBORO EATS, LLC, a Louisiana limited liability company

By: McJunkins Management Company, LLC
Its: Manager

By: _____
Name: Christopher G. McJunkins
Title: Manager

Date: _____

MORTGAGEE:

a _____

By: _____
Name: _____
Title: _____

Date: _____

LANDLORD:

GAMBLE LAND COMPANY, LLC,
an Arkansas limited liability company

By: _____
Chris Gamble
Title: Manager

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

STATE OF LOUISIANA §

PARISH OF CADDO §

This instrument was executed and acknowledged before me on this _____ day of _____, 20____, by Christopher G. McJunkins, Manager of McJunkins Management Company, LLC, a Louisiana limited liability company, Manager of Jonesboro Eats, LLC, a Louisiana limited liability company, on behalf of Jonesboro Eats, LLC. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF LOUISIANA

My Commission Expires:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

LANDLORD'S ADDRESS:

TENANT'S ADDRESS:

Jonesboro Eats, LLC
c/o Christopher G. McJunkins
362 Parsons Green
Shreveport, Louisiana 71106

MORTGAGEE'S ADDRESS:

AFTER RECORDING, RETURN TO TENANT

EXHIBIT E

TENANT'S PRELIMINARY PLANS

[TO BE INSERTED HERE]

EXHIBIT F

LEASE COMMENCEMENT AND EXPIRATION AGREEMENT [FORM]

LEASE COMMENCEMENT AND EXPIRATION AGREEMENT

THIS LEASE COMMENCEMENT AND EXPIRATION AGREEMENT (this "Agreement") is made and entered into to be effective as of the [•]day of [•], 202[•], by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant have entered into that certain "Ground Lease Agreement" effectively dated November __, 2024 (the "Lease"), relating to certain premises (for use as a "Walk-On's" restaurant) located in the City of Jonesboro, County of Craighead and State of Arkansas (the "Premises").

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate:

1. **Incorporation of Recitals/Capitalized Terms.** Capitalized words and phrases used herein which are not defined herein but which are defined in the Lease shall have the meanings ascribed thereto in the Lease. The "Effective Date" of this Agreement shall be the date set forth above, not the date of full and unconditional execution and delivery of this Agreement by both parties.

2. **Lease Information:**

Premises Area:	Approximately 1.5 acres of land
Possession Date:	_____, 20__;
Commencement Date:	_____, 20__;
Primary Term:	Fifteen (15) full Lease Years, beginning on the Commencement Date and ending on the last day of the fifteenth (15th) Lease Year;
Primary Term Expiration Date:	_____, 20__;
Renewal Term(s):	Four (4) successive periods of five (5) Lease Years each
Latest First Renewal Term Exercise Date:	_____, 20__;
Latest Second Renewal Term Exercise Date:	_____, 20__;
Latest Third Renewal Term Exercise Date:	_____, 20__;
Latest Fourth Renewal Term Exercise Date:	_____, 20__;

3. **Counterparts.** This Agreement may be executed in one or more facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

EXECUTED to be effective as of the Effective Date.

LANDLORD:

GAMBLE LAND COMPANY, LLC, an Arkansas
limited liability company

By: _____

Chris Gamble

Title: Manager

TENANT:

JONESBORO EATS, LLC, a Louisiana limited
liability company

By: McJunkins Management Company, LLC

Its: Manager

By: _____

Name: Christopher G. McJunkins

Title: Manager

EXHIBIT G

LEASE RIDER

This Lease Rider (this "**Rider**") is entered into this 10th day of November 2024, by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("**Landlord**") and JONESBORO EATS, LLC, a Louisiana limited liability company ("**Tenant**") for the benefit of WALK-ON'S ENTERPRISES FRANCHISING, LLC, a Louisiana limited liability company ("**Franchisor**").

WHEREAS, Tenant and Franchisor have executed a Franchise Agreement (the "**Franchise Agreement**"), pursuant to which Franchisor has granted Tenant the right to establish and operate a franchised Walk-On's Sports Bistreaux at the following location: 2809 E. Highland Drive, Jonesboro, Arkansas 72401 (the "**Premises**");

WHEREAS, Tenant and Landlord are entering into a lease agreement (the "**Lease**"), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within 15 days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: Walk-On's Enterprises Franchising, LLC, 3960 Burbank Drive, Baton Rouge, LA 70808, Attn: Scott Taylor (scott@walk-on's.com), unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant's and/or such other lessee's interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant's and/or any other lessee's interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another Walk-On's Sports Bistreaux franchisee upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises its right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider control. All of the terms of this Rider, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Rider may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Rider that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

LANDLORD

GAMBLE LAND COMPANY, LLC, an
Arkansas limited liability company

By: _____
Chris Gamble
Title: Manager

TENANT

JONESBORO EATS, LLC, a Louisiana
limited liability company

By: **McJunkins Management Company, LLC**
Its: Manager

By: _____
Name: Christopher G. McJunkins
Its: Manager