

Fill in this information to identify the case:

Debtor CBC Restaurant Corp.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10245

Official Form 410

Proof of Claim

04/22

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

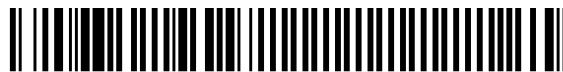
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages,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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>2111 Wilson Boulevard, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>3016562707</u> Contact email <u>cbowman@bregmanlaw.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>355,498.92</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Rent due under a commercial/non-residential Deed of Lease</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>N/A</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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

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

☒ No

☐ Yes. Check all that apply:

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

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 05/01/2023
MM / DD / YYYY

/s/Christopher B Bowman
Signature

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

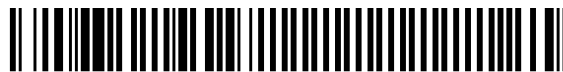
Name Christopher B Bowman
First name Middle name Last name

Title Attorney for Claimant

Company Bregman, Berbert, Schwartz and Gilday, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0675 | International 001-310-823-9000

Debtor: 23-10245 - CBC Restaurant Corp. District: District of Delaware		
Creditor: 2111 Wilson Boulevard, Inc. c/o Christopher B. Bowman Bregman, Berbert, Schwartz @ Gilday, LLC 7315 Wisconsin Ave., Suite 800 West Bethesda, MD, 20814 USA Phone: 3016562707 Phone 2: Fax: Email: cbowman@bregmanlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Rent due under a commercial/non-residential Deed of Lease	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 355,498.92	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, N/A Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Christopher B Bowman on 01-May-2023 3:24:04 p.m. Eastern Time Title: Attorney for Claimant Company: Bregman, Berbert, Schwartz and Gilday, LLC		

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
Colonial Place I, II & III (p0021b01)							
CBC Restaurant Corp. (t0000627)							
p0021b01	CBC Restaurant Corp.		Balance Forward	0	0	0	Balance Forward
p0021b01	CBC Restaurant Corp.	03/2014	Billable Expenditures (bilexp)	9.08	0.00	9.08	CNV - PCOLOPL01LCORNBA01 FinCharges - 1BE
p0021b01	CBC Restaurant Corp.	03/2014	Escalation Income (recesc)	468.82	0.00	477.90	CNV - PCOLOPL01LCORNBA01 FinCharges - ESC
p0021b01	CBC Restaurant Corp.	03/2014	Real Estate Tax Recovery (cret)	625.51	0.00	1,103.41	CNV - PCOLOPL01LCORNBA01 FinCharges - RET
p0021b01	CBC Restaurant Corp.	03/2014	Billable Expenditures (bilexp)	845.17	0.00	1,948.58	CNV - PCOLOPL01LCORNBA01 FinCharges - 1BE
p0021b01	CBC Restaurant Corp.	03/2014	Misc Tenant Income (mscmisc)	126.78	0.00	2,075.36	CNV - PCOLOPL01LCORNBA01 FinCharges - 1MI
p0021b01	CBC Restaurant Corp.	03/2014	Escalation Income - Prior Year (recesp)	1,319.52	0.00	3,394.88	CNV - PCOLOPL01LCORNBA01 FinCharges - ESP
p0021b01	CBC Restaurant Corp.	03/2014	Real Estate Tax Recovery - PY (recr)	-141.47	0.00	3,253.41	CNV - PCOLOPL01LCORNBA01 FinCharges - RTP
p0021b01	CBC Restaurant Corp.	03/2014	Water Recovery (recwtr)	408.56	0.00	3,661.97	CNV - PCOLOPL01LCORNBA01 FinCharges - WTR
p0021b01	CBC Restaurant Corp.	04/2014		0.00	-20,842.45	-17,180.48	
p0021b01	CBC Restaurant Corp.	04/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-1,461.98	Rental Income - Office (04/2014)
p0021b01	CBC Restaurant Corp.	04/2014	Billable Expenditures (bilexp)	1,545.70	0.00	83.72	Billable Expenditures (04/2014)
p0021b01	CBC Restaurant Corp.	04/2014	Escalation Income (recesc)	468.82	0.00	552.54	Escalation Income (04/2014)
p0021b01	CBC Restaurant Corp.	04/2014	Real Estate Tax Recovery (cret)	625.51	0.00	1,178.05	Real Estate Tax Recovery (04/2014)
p0021b01	CBC Restaurant Corp.	04/2014		0.00	0.00	1,178.05	Apply PPR
p0021b01	CBC Restaurant Corp.	04/2014	Water Recovery (recwtr)	542.23	0.00	1,720.28	03/14 Water & Sewer Usage
p0021b01	CBC Restaurant Corp.	04/2014		0.00	-19,536.58	-17,816.30	
p0021b01	CBC Restaurant Corp.	05/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,097.80	Rental Income - Office (05/2014)
p0021b01	CBC Restaurant Corp.	05/2014	Billable Expenditures (bilexp)	1,545.70	0.00	-552.10	Billable Expenditures (05/2014)
p0021b01	CBC Restaurant Corp.	05/2014	Escalation Income (recesc)	468.82	0.00	-83.28	Escalation Income (05/2014)
p0021b01	CBC Restaurant Corp.	05/2014	Real Estate Tax Recovery (cret)	625.51	0.00	542.23	Real Estate Tax Recovery (05/2014)
p0021b01	CBC Restaurant Corp.	05/2014		0.00	-542.23	0.00	
p0021b01	CBC Restaurant Corp.	05/2014		0.00	0.00	0.00	Apply Credit
p0021b01	CBC Restaurant Corp.	05/2014		0.00	0.00	0.00	Apply Payment
p0021b01	CBC Restaurant Corp.	05/2014		0.00	-18,404.90	-18,404.90	
p0021b01	CBC Restaurant Corp.	06/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,686.40	Rental Income - Office (06/2014)
p0021b01	CBC Restaurant Corp.	06/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-1,094.33	Billable Expenditures (06/2014)
p0021b01	CBC Restaurant Corp.	06/2014	Escalation Income (recesc)	468.82	0.00	-625.51	Escalation Income (06/2014)
p0021b01	CBC Restaurant Corp.	06/2014	Real Estate Tax Recovery (cret)	625.51	0.00	0.00	Real Estate Tax Recovery (06/2014)
p0021b01	CBC Restaurant Corp.	06/2014	Water Recovery (recwtr)	728.86	0.00	728.86	04/14 Water & Sewer Usage
p0021b01	CBC Restaurant Corp.	06/2014		0.00	0.00	728.86	Apply Credit
p0021b01	CBC Restaurant Corp.	06/2014	Water Recovery (recwtr)	554.84	0.00	1,283.70	05/14 Water & Sewer Usage
p0021b01	CBC Restaurant Corp.	06/2014		0.00	-19,688.60	-18,404.90	
p0021b01	CBC Restaurant Corp.	07/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,686.40	Rental Income - Office (07/2014)
p0021b01	CBC Restaurant Corp.	07/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-1,094.33	Billable Expenditures (07/2014)
p0021b01	CBC Restaurant Corp.	07/2014	Escalation Income (recesc)	468.82	0.00	-625.51	Escalation Income (07/2014)
p0021b01	CBC Restaurant Corp.	07/2014	Real Estate Tax Recovery (cret)	625.51	0.00	0.00	Real Estate Tax Recovery (07/2014)
p0021b01	CBC Restaurant Corp.	07/2014	Water Recovery (recwtr)	597.23	0.00	597.23	06/14 Water Usage
p0021b01	CBC Restaurant Corp.	07/2014		0.00	0.00	597.23	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	07/2014		0.00	-18,404.90	-17,807.67	
p0021b01	CBC Restaurant Corp.	08/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,089.17	Rental Income - Office (08/2014)
p0021b01	CBC Restaurant Corp.	08/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-497.10	Billable Expenditures (08/2014)
p0021b01	CBC Restaurant Corp.	08/2014	Escalation Income (recesc)	468.82	0.00	-28.28	Escalation Income (08/2014)
p0021b01	CBC Restaurant Corp.	08/2014	Real Estate Tax Recovery (cret)	625.51	0.00	597.23	Real Estate Tax Recovery (08/2014)
p0021b01	CBC Restaurant Corp.	08/2014		0.00	0.00	597.23	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	08/2014		0.00	-597.23	0.00	
p0021b01	CBC Restaurant Corp.	08/2014	Water Recovery (recwtr)	598.54	0.00	598.54	07/14 Water Usage
p0021b01	CBC Restaurant Corp.	08/2014		0.00	-19,003.44	-18,404.90	
p0021b01	CBC Restaurant Corp.	09/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,686.40	Rental Income - Office (09/2014)
p0021b01	CBC Restaurant Corp.	09/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-1,094.33	Billable Expenditures (09/2014)
p0021b01	CBC Restaurant Corp.	09/2014	Escalation Income (recesc)	468.82	0.00	-625.51	Escalation Income (09/2014)
p0021b01	CBC Restaurant Corp.	09/2014	Real Estate Tax Recovery (cret)	625.51	0.00	0.00	Real Estate Tax Recovery (09/2014)
p0021b01	CBC Restaurant Corp.	09/2014	Water Recovery (recwtr)	736.76	0.00	736.76	7/31-9/9 W&S Usage
p0021b01	CBC Restaurant Corp.	09/2014		0.00	0.00	736.76	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	09/2014		0.00	-18,404.90	-17,668.14	
p0021b01	CBC Restaurant Corp.	10/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-1,949.64	Rental Income - Office (10/2014)
p0021b01	CBC Restaurant Corp.	10/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-357.57	Billable Expenditures (10/2014)
p0021b01	CBC Restaurant Corp.	10/2014	Escalation Income (recesc)	468.82	0.00	111.25	Escalation Income (10/2014)
p0021b01	CBC Restaurant Corp.	10/2014	Real Estate Tax Recovery (cret)	625.51	0.00	736.76	Real Estate Tax Recovery (10/2014)
p0021b01	CBC Restaurant Corp.	10/2014		0.00	0.00	736.76	Apply Prepayment
p0021b01	CBC Restaurant Corp.	10/2014		0.00	-736.76	0.00	
p0021b01	CBC Restaurant Corp.	10/2014	Water Recovery (recwtr)	366.42	0.00	366.42	09/14 Water & Sewer Usage
p0021b01	CBC Restaurant Corp.	10/2014		0.00	-18,771.32	-18,404.90	
p0021b01	CBC Restaurant Corp.	10/2014	Water Recovery (recwtr)	552.90	0.00	-17,852.00	10/31 Water Usage
p0021b01	CBC Restaurant Corp.	11/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,133.50	Rental Income - Office (11/2014)
p0021b01	CBC Restaurant Corp.	11/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-541.43	Billable Expenditures (11/2014)
p0021b01	CBC Restaurant Corp.	11/2014	Escalation Income (recesc)	468.82	0.00	-72.61	Escalation Income (11/2014)
p0021b01	CBC Restaurant Corp.	11/2014	Real Estate Tax Recovery (cret)	625.51	0.00	552.90	Real Estate Tax Recovery (11/2014)

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	11/2014		0.00	0.00	552.90	Apply Prepayment
p0021b01	CBC Restaurant Corp.	11/2014		0.00	-18,957.80	-18,404.90	
p0021b01	CBC Restaurant Corp.	12/2014	Rental Income - Office (rntoff)	15,718.50	0.00	-2,686.40	Rental Income - Office (12/2014)
p0021b01	CBC Restaurant Corp.	12/2014	Billable Expenditures (bilexp)	1,592.07	0.00	-1,094.33	Billable Expenditures (12/2014)
p0021b01	CBC Restaurant Corp.	12/2014	Escalation Income (recesc)	468.82	0.00	-625.51	Escalation Income (12/2014)
p0021b01	CBC Restaurant Corp.	12/2014	Real Estate Tax Recovery (cret)	625.51	0.00	0.00	Real Estate Tax Recovery (12/2014)
p0021b01	CBC Restaurant Corp.	12/2014		0.00	0.00	0.00	Apply Prepayment
p0021b01	CBC Restaurant Corp.	12/2014	Water Recovery (recwtr)	495.52	0.00	495.52	11/14 Wtr usage
p0021b01	CBC Restaurant Corp.	12/2014		0.00	-18,404.90	-17,909.38	
p0021b01	CBC Restaurant Corp.	01/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-2,190.88	Rental Income - Office (01/2015)
p0021b01	CBC Restaurant Corp.	01/2015	Billable Expenditures (bilexp)	1,592.07	0.00	-598.81	Billable Expenditures (01/2015)
p0021b01	CBC Restaurant Corp.	01/2015	Escalation Income (recesc)	443.29	0.00	-155.52	Escalation Income (01/2015)
p0021b01	CBC Restaurant Corp.	01/2015	Real Estate Tax Recovery (cret)	651.19	0.00	495.67	Real Estate Tax Recovery (01/2015)
p0021b01	CBC Restaurant Corp.	01/2015		0.00	-495.67	0.00	
p0021b01	CBC Restaurant Corp.	01/2015		0.00	0.00	0.00	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	01/2015	Water Recovery (recwtr)	444.66	0.00	444.66	12/14 Wtr Usage
p0021b01	CBC Restaurant Corp.	01/2015		0.00	-18,849.71	-18,405.05	
p0021b01	CBC Restaurant Corp.	02/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-2,686.55	Rental Income - Office (02/2015)
p0021b01	CBC Restaurant Corp.	02/2015	Billable Expenditures (bilexp)	1,592.07	0.00	-1,094.48	Billable Expenditures (02/2015)
p0021b01	CBC Restaurant Corp.	02/2015	Escalation Income (recesc)	443.29	0.00	-651.19	Escalation Income (02/2015)
p0021b01	CBC Restaurant Corp.	02/2015	Real Estate Tax Recovery (cret)	651.19	0.00	0.00	Real Estate Tax Recovery (02/2015)
p0021b01	CBC Restaurant Corp.	02/2015	Water Recovery (recwtr)	556.81	0.00	556.81	01/15 Water Usage
p0021b01	CBC Restaurant Corp.	02/2015		0.00	0.00	556.81	Apply payment
p0021b01	CBC Restaurant Corp.	02/2015		0.00	-18,405.05	-17,848.24	
p0021b01	CBC Restaurant Corp.	03/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-2,129.74	Rental Income - Office (03/2015)
p0021b01	CBC Restaurant Corp.	03/2015	Billable Expenditures (bilexp)	1,592.07	0.00	-537.67	Billable Expenditures (03/2015)
p0021b01	CBC Restaurant Corp.	03/2015	Escalation Income (recesc)	443.29	0.00	-94.38	Escalation Income (03/2015)
p0021b01	CBC Restaurant Corp.	03/2015	Real Estate Tax Recovery (cret)	651.19	0.00	556.81	Real Estate Tax Recovery (03/2015)
p0021b01	CBC Restaurant Corp.	03/2015		0.00	0.00	556.81	Apply Prepayment
p0021b01	CBC Restaurant Corp.	03/2015		0.00	-556.81	0.00	
p0021b01	CBC Restaurant Corp.	03/2015	Water Recovery (recwtr)	393.81	0.00	393.81	02/15 Water Usage
p0021b01	CBC Restaurant Corp.	03/2015		0.00	-18,405.05	-18,011.24	
p0021b01	CBC Restaurant Corp.	03/2015	Escalation Income - Prior Year (recesc)	-262.76	0.00	-18,274.00	2014 Opex Rec
p0021b01	CBC Restaurant Corp.	03/2015	Real Estate Tax Recovery - PY (recrep)	-950.16	0.00	-19,224.16	2014 RET Rec
p0021b01	CBC Restaurant Corp.	04/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-3,505.66	Rental Income - Office (04/2015)
p0021b01	CBC Restaurant Corp.	04/2015	Billable Expenditures (bilexp)	1,592.07	0.00	-1,913.59	Billable Expenditures (04/2015)
p0021b01	CBC Restaurant Corp.	04/2015	Escalation Income (recesc)	443.29	0.00	-1,470.30	Escalation Income (04/2015)
p0021b01	CBC Restaurant Corp.	04/2015	Real Estate Tax Recovery (cret)	651.19	0.00	-819.11	Real Estate Tax Recovery (04/2015)
p0021b01	CBC Restaurant Corp.	04/2015	Water Recovery (recwtr)	541.16	0.00	-277.95	03/15 Water Usage
p0021b01	CBC Restaurant Corp.	04/2015		0.00	0.00	-277.95	Apply Prepayment
p0021b01	CBC Restaurant Corp.	04/2015		0.00	-393.81	-671.76	
p0021b01	CBC Restaurant Corp.	04/2015		0.00	-18,405.05	-19,076.81	
p0021b01	CBC Restaurant Corp.	05/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-3,358.31	Rental Income - Office (05/2015)
p0021b01	CBC Restaurant Corp.	05/2015	Billable Expenditures (bilexp)	1,592.07	0.00	-1,766.24	Billable Expenditures (05/2015)
p0021b01	CBC Restaurant Corp.	05/2015	Escalation Income (recesc)	443.29	0.00	-1,322.95	Escalation Income (05/2015)
p0021b01	CBC Restaurant Corp.	05/2015	Real Estate Tax Recovery (cret)	651.19	0.00	-671.76	Real Estate Tax Recovery (05/2015)
p0021b01	CBC Restaurant Corp.	05/2015		0.00	0.00	-671.76	Apply Prepayment
p0021b01	CBC Restaurant Corp.	05/2015		0.00	-541.16	-1,212.92	
p0021b01	CBC Restaurant Corp.	05/2015	Water Recovery (recwtr)	502.04	0.00	-710.88	04/15 Water Usage
p0021b01	CBC Restaurant Corp.	05/2015		0.00	-18,452.81	-19,163.69	
p0021b01	CBC Restaurant Corp.	06/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-3,445.19	Rental Income - Office (06/2015)
p0021b01	CBC Restaurant Corp.	06/2015	Billable Expenditures (bilexp)	1,639.83	0.00	-1,805.36	Billable Expenditures (06/2015)
p0021b01	CBC Restaurant Corp.	06/2015	Escalation Income (recesc)	443.29	0.00	-1,362.07	Escalation Income (06/2015)
p0021b01	CBC Restaurant Corp.	06/2015	Real Estate Tax Recovery (cret)	651.19	0.00	-710.88	Real Estate Tax Recovery (06/2015)
p0021b01	CBC Restaurant Corp.	06/2015		0.00	0.00	-710.88	Apply Prepayment
p0021b01	CBC Restaurant Corp.	06/2015		0.00	-18,004.69	-18,715.57	
p0021b01	CBC Restaurant Corp.	06/2015	Water Recovery (recwtr)	1,146.22	0.00	-17,569.35	05/15 Water Usage
p0021b01	CBC Restaurant Corp.	07/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-1,850.85	Rental Income - Office (07/2015)
p0021b01	CBC Restaurant Corp.	07/2015	Billable Expenditures (bilexp)	1,639.83	0.00	-211.02	Billable Expenditures (07/2015)
p0021b01	CBC Restaurant Corp.	07/2015	Escalation Income (recesc)	443.29	0.00	232.27	Escalation Income (07/2015)
p0021b01	CBC Restaurant Corp.	07/2015	Real Estate Tax Recovery (cret)	651.19	0.00	883.46	Real Estate Tax Recovery (07/2015)
p0021b01	CBC Restaurant Corp.	07/2015		0.00	0.00	883.46	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	07/2015	Water Recovery (recwtr)	473.74	0.00	1,357.20	06/15 Water Usage
p0021b01	CBC Restaurant Corp.	07/2015	Billable Expenditures (bilexp)	560.00	0.00	1,917.20	07/15 Parking Adj.
p0021b01	CBC Restaurant Corp.	07/2015		0.00	-18,452.81	-16,535.61	
p0021b01	CBC Restaurant Corp.	08/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-817.11	Rental Income - Office (08/2015)
p0021b01	CBC Restaurant Corp.	08/2015	Billable Expenditures (bilexp)	1,639.83	0.00	822.72	Billable Expenditures (08/2015)
p0021b01	CBC Restaurant Corp.	08/2015	Escalation Income (recesc)	443.29	0.00	1,266.01	Escalation Income (08/2015)
p0021b01	CBC Restaurant Corp.	08/2015	Real Estate Tax Recovery (cret)	651.19	0.00	1,917.20	Real Estate Tax Recovery (08/2015)
p0021b01	CBC Restaurant Corp.	08/2015		0.00	0.00	1,917.20	Apply Prepaid Rent

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	08/2015	Billable Expenditures (bilexp)	560.00	0.00	2,477.20	Adj 08/15 CBC Parking Charges
p0021b01	CBC Restaurant Corp.	08/2015		0.00	-20,072.77	-17,595.57	
p0021b01	CBC Restaurant Corp.	09/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-1,877.07	Rental Income - Office (09/2015)
p0021b01	CBC Restaurant Corp.	09/2015	Billable Expenditures (bilexp)	1,639.83	0.00	-237.24	Billable Expenditures (09/2015)
p0021b01	CBC Restaurant Corp.	09/2015	Escalation Income (recesc)	443.29	0.00	206.05	Escalation Income (09/2015)
p0021b01	CBC Restaurant Corp.	09/2015	Real Estate Tax Recovery (recrct)	651.19	0.00	857.24	Real Estate Tax Recovery (09/2015)
p0021b01	CBC Restaurant Corp.	09/2015	Water Recovery (recwtr)	536.11	0.00	1,393.35	07/15 Water Usage
p0021b01	CBC Restaurant Corp.	09/2015	Water Recovery (recwtr)	487.01	0.00	1,880.36	08/15 Water Usage
p0021b01	CBC Restaurant Corp.	09/2015		0.00	0.00	1,880.36	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	09/2015		0.00	-19,012.81	-17,132.45	
p0021b01	CBC Restaurant Corp.	09/2015	Billable Expenditures (bilexp)	560.00	0.00	-16,572.45	09/15 Parking Adj.
p0021b01	CBC Restaurant Corp.	10/2015	Rental Income - Office (rntoff)	15,718.50	0.00	-853.95	Rental Income - Office (10/2015)
p0021b01	CBC Restaurant Corp.	10/2015	Billable Expenditures (bilexp)	1,639.83	0.00	785.88	Billable Expenditures (10/2015)
p0021b01	CBC Restaurant Corp.	10/2015	Escalation Income (recesc)	443.29	0.00	1,229.17	Escalation Income (10/2015)
p0021b01	CBC Restaurant Corp.	10/2015	Real Estate Tax Recovery (recrct)	651.19	0.00	1,880.36	Real Estate Tax Recovery (10/2015)
p0021b01	CBC Restaurant Corp.	10/2015		0.00	0.00	1,880.36	Apply Prepaid Rent
p0021b01	CBC Restaurant Corp.	10/2015	Billable Expenditures (bilexp)	560.00	0.00	2,440.36	10/15 Parking Adj.
p0021b01	CBC Restaurant Corp.	10/2015	Water Recovery (recwtr)	506.91	0.00	2,947.27	09/15 Water Usage
p0021b01	CBC Restaurant Corp.	10/2015	Billable Expenditures (bilexp)	2,715.00	0.00	5,662.27	Replaced Broken Window
p0021b01	CBC Restaurant Corp.	10/2015		0.00	-18,452.81	-12,790.54	
p0021b01	CBC Restaurant Corp.	11/2015	Rental Income - Office (rntoff)	15,718.50	0.00	2,927.96	Rental Income - Office (11/2015)
p0021b01	CBC Restaurant Corp.	11/2015	Billable Expenditures (bilexp)	1,639.83	0.00	4,567.79	Billable Expenditures (11/2015)
p0021b01	CBC Restaurant Corp.	11/2015	Escalation Income (recesc)	443.29	0.00	5,011.08	Escalation Income (11/2015)
p0021b01	CBC Restaurant Corp.	11/2015	Real Estate Tax Recovery (recrct)	651.19	0.00	5,662.27	Real Estate Tax Recovery (11/2015)
p0021b01	CBC Restaurant Corp.	11/2015		0.00	0.00	5,662.27	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	11/2015	Billable Expenditures (bilexp)	560.00	0.00	6,222.27	11/15 Reserved Parking
p0021b01	CBC Restaurant Corp.	11/2015		0.00	-1,530.03	4,692.24	
p0021b01	CBC Restaurant Corp.	11/2015	Water Recovery (recwtr)	553.36	0.00	5,245.60	10/15 Water Usage
p0021b01	CBC Restaurant Corp.	11/2015		0.00	-18,452.81	-13,207.21	
p0021b01	CBC Restaurant Corp.	12/2015	Rental Income - Office (rntoff)	15,718.50	0.00	2,511.29	Rental Income - Office (12/2015)
p0021b01	CBC Restaurant Corp.	12/2015	Billable Expenditures (bilexp)	2,199.83	0.00	4,711.12	Billable Expenditures (12/2015)
p0021b01	CBC Restaurant Corp.	12/2015	Escalation Income (recesc)	443.29	0.00	5,154.41	Escalation Income (12/2015)
p0021b01	CBC Restaurant Corp.	12/2015	Real Estate Tax Recovery (recrct)	651.19	0.00	5,805.60	Real Estate Tax Recovery (12/2015)
p0021b01	CBC Restaurant Corp.	12/2015		0.00	0.00	5,805.60	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	12/2015	Water Recovery (recwtr)	407.39	0.00	6,212.99	11/15 Water Usage
p0021b01	CBC Restaurant Corp.	12/2015		0.00	-24,665.80	-18,452.81	
p0021b01	CBC Restaurant Corp.	01/2016	Rental Income - Office (rntoff)	15,718.50	0.00	-2,734.31	Rental Income - Office (01/2016)
p0021b01	CBC Restaurant Corp.	01/2016	Billable Expenditures (bilexp)	2,199.83	0.00	-534.48	Billable Expenditures (01/2016)
p0021b01	CBC Restaurant Corp.	01/2016	Escalation Income (recesc)	479.62	0.00	-54.86	Escalation Income (01/2016)
p0021b01	CBC Restaurant Corp.	01/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	620.22	Real Estate Tax Recovery (01/2016)
p0021b01	CBC Restaurant Corp.	01/2016		0.00	0.00	620.22	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	01/2016		0.00	-60.22	560.00	
p0021b01	CBC Restaurant Corp.	01/2016	Water Recovery (recwtr)	453.83	0.00	1,013.83	12/15 CBC Water Usage
p0021b01	CBC Restaurant Corp.	01/2016		0.00	-19,073.03	-18,059.20	
p0021b01	CBC Restaurant Corp.	02/2016	Rental Income - Office (rntoff)	15,718.50	0.00	-2,340.70	Rental Income - Office (02/2016)
p0021b01	CBC Restaurant Corp.	02/2016	Billable Expenditures (bilexp)	2,199.83	0.00	-140.87	Billable Expenditures (02/2016)
p0021b01	CBC Restaurant Corp.	02/2016	Escalation Income (recesc)	479.62	0.00	338.75	Escalation Income (02/2016)
p0021b01	CBC Restaurant Corp.	02/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	1,013.83	Real Estate Tax Recovery (02/2016)
p0021b01	CBC Restaurant Corp.	02/2016		0.00	-453.83	560.00	
p0021b01	CBC Restaurant Corp.	02/2016	Water Recovery (recwtr)	460.47	0.00	1,020.47	CBC 01/16 Water Usage
p0021b01	CBC Restaurant Corp.	02/2016		0.00	-19,073.03	-18,052.56	
p0021b01	CBC Restaurant Corp.	03/2016	Rental Income - Office (rntoff)	15,718.50	0.00	-2,334.06	Rental Income - Office (03/2016)
p0021b01	CBC Restaurant Corp.	03/2016	Billable Expenditures (bilexp)	2,199.83	0.00	-134.23	Billable Expenditures (03/2016)
p0021b01	CBC Restaurant Corp.	03/2016	Escalation Income (recesc)	479.62	0.00	345.39	Escalation Income (03/2016)
p0021b01	CBC Restaurant Corp.	03/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	1,020.47	Real Estate Tax Recovery (03/2016)
p0021b01	CBC Restaurant Corp.	03/2016		0.00	-460.47	560.00	
p0021b01	CBC Restaurant Corp.	03/2016		0.00	0.00	560.00	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	03/2016	Escalation Income - YE Rec (recesy)	-22.93	0.00	537.07	Escalation Income - YE Rec (01/2015 - 12/2015)
p0021b01	CBC Restaurant Corp.	03/2016	Real Estate Tax Recovery - YE Re (recrey)	-636.42	0.00	-99.35	Real Estate Tax Recovery - YE Re (01/2015 - 12/2015)
p0021b01	CBC Restaurant Corp.	04/2016	Billable Expenditures (bilexp)	2,199.83	0.00	2,100.48	Billable Expenditures (04/2016)
p0021b01	CBC Restaurant Corp.	04/2016	Escalation Income (recesc)	479.62	0.00	2,580.10	Escalation Income (04/2016)
p0021b01	CBC Restaurant Corp.	04/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	3,255.18	Real Estate Tax Recovery (04/2016)
p0021b01	CBC Restaurant Corp.	04/2016	Rental Income - Office (rntoff)	15,718.50	0.00	18,973.68	Rental Income - Office (04/2016)
p0021b01	CBC Restaurant Corp.	04/2016		0.00	-19,073.03	-99.35	
p0021b01	CBC Restaurant Corp.	04/2016		0.00	0.00	-99.35	
p0021b01	CBC Restaurant Corp.	04/2016	Billable Expenditures (bilexp)	1,120.00	0.00	1,020.65	04/16 Add'l UNR Parkings
p0021b01	CBC Restaurant Corp.	04/2016	Water Recovery (recwtr)	483.03	0.00	1,503.68	03/16 Water Usage
p0021b01	CBC Restaurant Corp.	04/2016	Water Recovery (recwtr)	437.91	0.00	1,941.59	02/16 Water Usage
p0021b01	CBC Restaurant Corp.	04/2016		0.00	-437.91	1,503.68	
p0021b01	CBC Restaurant Corp.	04/2016	Billable Expenditures (bilexp)	980.00	0.00	2,483.68	02/16 Add'l UNR Parking

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance/Notes
		Month	Code			
p0021b01	CBC Restaurant Corp.	04/2016	Billable Expenditures (bilexp)	70.00	0.00	2,553.68 1/2 Feb Parking -S.Dals
p0021b01	CBC Restaurant Corp.	04/2016	Billable Expenditures (bilexp)	1,120.00	0.00	3,673.68 03/16 Addl.UNR Parking
p0021b01	CBC Restaurant Corp.	04/2016		0.00	-19,610.10	-15,936.42
p0021b01	CBC Restaurant Corp.	05/2016	Billable Expenditures (bilexp)	2,199.83	0.00	-13,736.59 Billable Expenditures (05/2016)
p0021b01	CBC Restaurant Corp.	05/2016	Escalation Income (recesc)	479.62	0.00	-13,256.97 Escalation Income (05/2016)
p0021b01	CBC Restaurant Corp.	05/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	-12,581.89 Real Estate Tax Recovery (05/2016)
p0021b01	CBC Restaurant Corp.	05/2016	Rental Income - Office (rntoff)	15,718.50	0.00	3,136.61 Rental Income - Office (05/2016)
p0021b01	CBC Restaurant Corp.	05/2016		0.00	0.00	3,136.61 Apply prepaid rent
p0021b01	CBC Restaurant Corp.	05/2016		0.00	-1,603.03	1,533.58
p0021b01	CBC Restaurant Corp.	05/2016	Water Recovery (recwtr)	472.41	0.00	2,005.99 04/16 Water usage
p0021b01	CBC Restaurant Corp.	05/2016	Billable Expenditures (bilexp)	1,120.00	0.00	3,125.99 05/16 Parking adj.
p0021b01	CBC Restaurant Corp.	06/2016	Billable Expenditures (bilexp)	2,249.02	0.00	5,375.01 Billable Expenditures (06/2016)
p0021b01	CBC Restaurant Corp.	06/2016	Escalation Income (recesc)	479.62	0.00	5,854.63 Escalation Income (06/2016)
p0021b01	CBC Restaurant Corp.	06/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	6,529.71 Real Estate Tax Recovery (06/2016)
p0021b01	CBC Restaurant Corp.	06/2016	Rental Income - Office (rntoff)	15,718.50	0.00	22,248.21 Rental Income - Office (06/2016)
p0021b01	CBC Restaurant Corp.	06/2016		0.00	-19,137.49	3,110.72
p0021b01	CBC Restaurant Corp.	06/2016	Water Recovery (recwtr)	468.43	0.00	3,579.15 05/16 Water usage
p0021b01	CBC Restaurant Corp.	06/2016	Billable Expenditures (bilexp)	1,120.00	0.00	4,699.15 06/16 Parking adj.
p0021b01	CBC Restaurant Corp.	07/2016		0.00	-18,665.08	-13,965.93
p0021b01	CBC Restaurant Corp.	07/2016	Billable Expenditures (bilexp)	2,249.02	0.00	-11,716.91 Billable Expenditures (07/2016)
p0021b01	CBC Restaurant Corp.	07/2016	Escalation Income (recesc)	479.62	0.00	-11,237.29 Escalation Income (07/2016)
p0021b01	CBC Restaurant Corp.	07/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	-10,562.21 Real Estate Tax Recovery (07/2016)
p0021b01	CBC Restaurant Corp.	07/2016	Rental Income - Office (rntoff)	15,718.50	0.00	5,156.29 Rental Income - Office (07/2016)
p0021b01	CBC Restaurant Corp.	07/2016	Water Recovery (recwtr)	473.74	0.00	5,630.03 06/16 Water Usage
p0021b01	CBC Restaurant Corp.	07/2016	Billable Expenditures (bilexp)	1,700.00	0.00	7,330.03 Adj 07/16 CBC Parking Charges
p0021b01	CBC Restaurant Corp.	07/2016		0.00	-18,665.08	-11,335.05
p0021b01	CBC Restaurant Corp.	08/2016	Billable Expenditures (bilexp)	2,249.02	0.00	-9,086.03 Billable Expenditures (08/2016)
p0021b01	CBC Restaurant Corp.	08/2016	Escalation Income (recesc)	479.62	0.00	-8,606.41 Escalation Income (08/2016)
p0021b01	CBC Restaurant Corp.	08/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	-7,931.33 Real Estate Tax Recovery (08/2016)
p0021b01	CBC Restaurant Corp.	08/2016	Rental Income - Office (rntoff)	15,718.50	0.00	7,787.17 Rental Income - Office (08/2016)
p0021b01	CBC Restaurant Corp.	08/2016		0.00	0.00	7,787.17 Apply prepaid rent
p0021b01	CBC Restaurant Corp.	08/2016	Water Recovery (recwtr)	536.11	0.00	8,323.28 07/16 Water Usage
p0021b01	CBC Restaurant Corp.	08/2016	Billable Expenditures (bilexp)	1,400.00	0.00	9,723.28 08/16 Parking adj.
p0021b01	CBC Restaurant Corp.	09/2016		0.00	-21,790.83	-12,067.55
p0021b01	CBC Restaurant Corp.	09/2016	Billable Expenditures (bilexp)	2,249.02	0.00	-9,818.53 Billable Expenditures (09/2016)
p0021b01	CBC Restaurant Corp.	09/2016	Escalation Income (recesc)	479.62	0.00	-9,338.91 Escalation Income (09/2016)
p0021b01	CBC Restaurant Corp.	09/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	-8,663.83 Real Estate Tax Recovery (09/2016)
p0021b01	CBC Restaurant Corp.	09/2016	Rental Income - Office (rntoff)	15,718.50	0.00	7,054.67 Rental Income - Office (09/2016)
p0021b01	CBC Restaurant Corp.	09/2016		0.00	-124.67	6,930.00
p0021b01	CBC Restaurant Corp.	09/2016	Water Recovery (recwtr)	487.01	0.00	7,417.01 08/16 Water usage
p0021b01	CBC Restaurant Corp.	10/2016	Billable Expenditures (bilexp)	2,249.02	0.00	9,666.03 Billable Expenditures (10/2016)
p0021b01	CBC Restaurant Corp.	10/2016	Escalation Income (recesc)	479.62	0.00	10,145.65 Escalation Income (10/2016)
p0021b01	CBC Restaurant Corp.	10/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	10,820.73 Real Estate Tax Recovery (10/2016)
p0021b01	CBC Restaurant Corp.	10/2016	Rental Income - Office (rntoff)	15,718.50	0.00	26,539.23 Rental Income - Office (10/2016)
p0021b01	CBC Restaurant Corp.	10/2016		0.00	-22,339.23	4,200.00
p0021b01	CBC Restaurant Corp.	10/2016	Billable Expenditures (bilexp)	1,400.00	0.00	5,600.00 09/16 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	10/2016	Water Recovery (recwtr)	96.87	0.00	5,696.87 9/1-9/13 Water Usage
p0021b01	CBC Restaurant Corp.	10/2016	Billable Expenditures (bilexp)	1,400.00	0.00	7,096.87 10/16 CBC Parking Adj.
p0021b01	CBC Restaurant Corp.	11/2016	Billable Expenditures (bilexp)	2,249.02	0.00	9,345.89 Billable Expenditures (11/2016)
p0021b01	CBC Restaurant Corp.	11/2016	Escalation Income (recesc)	479.62	0.00	9,825.51 Escalation Income (11/2016)
p0021b01	CBC Restaurant Corp.	11/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	10,500.59 Real Estate Tax Recovery (11/2016)
p0021b01	CBC Restaurant Corp.	11/2016	Rental Income - Office (rntoff)	15,718.50	0.00	26,219.09 Rental Income - Office (11/2016)
p0021b01	CBC Restaurant Corp.	11/2016		0.00	-18,659.09	7,560.00
p0021b01	CBC Restaurant Corp.	11/2016		0.00	-1,400.00	6,160.00
p0021b01	CBC Restaurant Corp.	11/2016	Water Recovery (recwtr)	764.35	0.00	6,924.35 10/16 Water usage
p0021b01	CBC Restaurant Corp.	11/2016	Billable Expenditures (bilexp)	1,400.00	0.00	8,324.35 11/16 Parking adjustment
p0021b01	CBC Restaurant Corp.	12/2016		0.00	-20,726.57	-12,402.22
p0021b01	CBC Restaurant Corp.	12/2016	Billable Expenditures (bilexp)	2,249.02	0.00	-10,153.20 Billable Expenditures (12/2016)
p0021b01	CBC Restaurant Corp.	12/2016	Escalation Income (recesc)	479.62	0.00	-9,673.58 Escalation Income (12/2016)
p0021b01	CBC Restaurant Corp.	12/2016	Real Estate Tax Recovery (recrct)	675.08	0.00	-8,998.50 Real Estate Tax Recovery (12/2016)
p0021b01	CBC Restaurant Corp.	12/2016	Rental Income - Office (rntoff)	15,718.50	0.00	6,720.00 Rental Income - Office (12/2016)
p0021b01	CBC Restaurant Corp.	12/2016	Water Recovery (recwtr)	431.28	0.00	7,151.28 11/16 Water Usage
p0021b01	CBC Restaurant Corp.	12/2016		0.00	0.00	7,151.28
p0021b01	CBC Restaurant Corp.	12/2016	Parking Income (mscprk)	1,400.00	0.00	8,551.28 12/16 Additional Parking Charges
p0021b01	CBC Restaurant Corp.	12/2016	Parking Income (mscprk)	-1,400.00	0.00	7,151.28 To correct charge code
p0021b01	CBC Restaurant Corp.	12/2016	Billable Expenditures (bilexp)	1,400.00	0.00	8,551.28 12/16 Additional Parking Charges
p0021b01	CBC Restaurant Corp.	01/2017	Billable Expenditures (bilexp)	2,249.02	0.00	10,800.30 Billable Expenditures (01/2017)
p0021b01	CBC Restaurant Corp.	01/2017	Escalation Income (recesc)	585.63	0.00	11,385.93 Escalation Income (01/2017)
p0021b01	CBC Restaurant Corp.	01/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	12,049.22 Real Estate Tax Recovery (01/2017)
p0021b01	CBC Restaurant Corp.	01/2017	Rental Income - Office (rntoff)	15,718.50	0.00	27,767.72 Rental Income - Office (01/2017)

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	01/2017		0.00	-19,087.72	8,680.00	
p0021b01	CBC Restaurant Corp.	01/2017	Billable Expenditures (bilexp)	1,400.00	0.00	10,080.00	Adj.01/17 Parking Charge
p0021b01	CBC Restaurant Corp.	01/2017	Water Recovery (recwtr)	403.41	0.00	10,483.41	12/16 Water Usage
p0021b01	CBC Restaurant Corp.	02/2017		0.00	-28,299.85	-17,816.44	
p0021b01	CBC Restaurant Corp.	02/2017	Billable Expenditures (bilexp)	2,249.02	0.00	-15,567.42	Billable Expenditures (02/2017)
p0021b01	CBC Restaurant Corp.	02/2017	Escalation Income (recesc)	585.63	0.00	-14,981.79	Escalation Income (02/2017)
p0021b01	CBC Restaurant Corp.	02/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-14,318.50	Real Estate Tax Recovery (02/2017)
p0021b01	CBC Restaurant Corp.	02/2017	Rental Income - Office (rntoff)	15,718.50	0.00	1,400.00	Rental Income - Office (02/2017)
p0021b01	CBC Restaurant Corp.	02/2017	Billable Expenditures (bilexp)	1,400.00	0.00	2,800.00	02/17 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	02/2017	Water Recovery (recwtr)	536.11	0.00	3,336.11	12/30/16-2/6/17 Water Usage
p0021b01	CBC Restaurant Corp.	03/2017		0.00	-20,616.44	-17,280.33	
p0021b01	CBC Restaurant Corp.	03/2017	Billable Expenditures (bilexp)	2,249.02	0.00	-15,031.31	Billable Expenditures (03/2017)
p0021b01	CBC Restaurant Corp.	03/2017	Escalation Income (recesc)	585.63	0.00	-14,445.68	Escalation Income (03/2017)
p0021b01	CBC Restaurant Corp.	03/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-13,782.39	Real Estate Tax Recovery (03/2017)
p0021b01	CBC Restaurant Corp.	03/2017	Rental Income - Office (rntoff)	15,718.50	0.00	1,936.11	Rental Income - Office (03/2017)
p0021b01	CBC Restaurant Corp.	03/2017	Escalation Income - YE Rec (recesy)	-475.39	0.00	1,460.72	Escalation Income - YE Rec (01/2016 - 12/2016)
p0021b01	CBC Restaurant Corp.	03/2017	Real Estate Tax Recovery - YE Re (recrey)	-545.59	0.00	915.13	Real Estate Tax Recovery - YE Re (01/2016 - 12/2016)
p0021b01	CBC Restaurant Corp.	03/2017		0.00	-1,936.11	-1,020.98	
p0021b01	CBC Restaurant Corp.	03/2017	Billable Expenditures (bilexp)	1,400.00	0.00	379.02	Adj. 03/17 Parking Charges
p0021b01	CBC Restaurant Corp.	03/2017	Water Recovery (recwtr)	356.96	0.00	735.98	02/17 Water usage
p0021b01	CBC Restaurant Corp.	04/2017	Billable Expenditures (bilexp)	2,249.02	0.00	2,985.00	Billable Expenditures (04/2017)
p0021b01	CBC Restaurant Corp.	04/2017	Escalation Income (recesc)	585.63	0.00	3,570.63	Escalation Income (04/2017)
p0021b01	CBC Restaurant Corp.	04/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	4,233.92	Real Estate Tax Recovery (04/2017)
p0021b01	CBC Restaurant Corp.	04/2017	Rental Income - Office (rntoff)	15,718.50	0.00	19,952.42	Rental Income - Office (04/2017)
p0021b01	CBC Restaurant Corp.	04/2017		0.00	-19,216.44	735.98	
p0021b01	CBC Restaurant Corp.	04/2017		0.00	-356.96	379.02	
p0021b01	CBC Restaurant Corp.	04/2017	Water Recovery (recwtr)	445.87	0.00	824.89	03/17 Water usage
p0021b01	CBC Restaurant Corp.	04/2017	Billable Expenditures (bilexp)	1,400.00	0.00	2,224.89	04/17 CBC parking adj.
p0021b01	CBC Restaurant Corp.	05/2017		0.00	-18,741.05	-16,516.16	
p0021b01	CBC Restaurant Corp.	05/2017	Billable Expenditures (bilexp)	2,249.02	0.00	-14,267.14	Billable Expenditures (05/2017)
p0021b01	CBC Restaurant Corp.	05/2017	Escalation Income (recesc)	585.63	0.00	-13,681.51	Escalation Income (05/2017)
p0021b01	CBC Restaurant Corp.	05/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-13,018.22	Real Estate Tax Recovery (05/2017)
p0021b01	CBC Restaurant Corp.	05/2017	Rental Income - Office (rntoff)	15,718.50	0.00	2,700.28	Rental Income - Office (05/2017)
p0021b01	CBC Restaurant Corp.	05/2017		0.00	-445.87	2,254.41	
p0021b01	CBC Restaurant Corp.	05/2017	Billable Expenditures (bilexp)	1,400.00	0.00	3,654.41	05/17 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	05/2017	Water Recovery (recwtr)	501.61	0.00	4,156.02	04/17 CBC water usage
p0021b01	CBC Restaurant Corp.	06/2017		0.00	-18,707.11	-14,551.09	
p0021b01	CBC Restaurant Corp.	06/2017	Billable Expenditures (bilexp)	2,299.69	0.00	-12,251.40	Billable Expenditures (06/2017)
p0021b01	CBC Restaurant Corp.	06/2017	Escalation Income (recesc)	585.63	0.00	-11,665.77	Escalation Income (06/2017)
p0021b01	CBC Restaurant Corp.	06/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-11,002.48	Real Estate Tax Recovery (06/2017)
p0021b01	CBC Restaurant Corp.	06/2017	Rental Income - Office (rntoff)	15,718.50	0.00	4,716.02	Rental Income - Office (06/2017)
p0021b01	CBC Restaurant Corp.	06/2017	Billable Expenditures (bilexp)	1,400.00	0.00	6,116.02	06/17 parking adj.
p0021b01	CBC Restaurant Corp.	06/2017	Water Recovery (recwtr)	441.89	0.00	6,557.91	05/17 Water usage
p0021b01	CBC Restaurant Corp.	06/2017	Water Recovery (recwtr)	412.30	0.00	6,970.21	06/17 Water usage
p0021b01	CBC Restaurant Corp.	07/2017	Billable Expenditures (bilexp)	2,299.69	0.00	9,269.90	Billable Expenditures (07/2017)
p0021b01	CBC Restaurant Corp.	07/2017	Escalation Income (recesc)	585.63	0.00	9,855.53	Escalation Income (07/2017)
p0021b01	CBC Restaurant Corp.	07/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	10,518.82	Real Estate Tax Recovery (07/2017)
p0021b01	CBC Restaurant Corp.	07/2017	Rental Income - Office (rntoff)	15,718.50	0.00	26,237.32	Rental Income - Office (07/2017)
p0021b01	CBC Restaurant Corp.	07/2017		0.00	-20,608.72	5,628.60	
p0021b01	CBC Restaurant Corp.	07/2017		0.00	-3,654.41	1,974.19	
p0021b01	CBC Restaurant Corp.	07/2017	Billable Expenditures (bilexp)	1,400.00	0.00	3,374.19	07/17 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	08/2017		0.00	-20,387.11	-17,012.92	
p0021b01	CBC Restaurant Corp.	08/2017	Billable Expenditures (bilexp)	2,299.69	0.00	-14,713.23	Billable Expenditures (08/2017)
p0021b01	CBC Restaurant Corp.	08/2017	Escalation Income (recesc)	585.63	0.00	-14,127.60	Escalation Income (08/2017)
p0021b01	CBC Restaurant Corp.	08/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-13,464.31	Real Estate Tax Recovery (08/2017)
p0021b01	CBC Restaurant Corp.	08/2017	Rental Income - Office (rntoff)	15,718.50	0.00	2,254.19	Rental Income - Office (08/2017)
p0021b01	CBC Restaurant Corp.	08/2017	Billable Expenditures (bilexp)	1,400.00	0.00	3,654.19	08/17 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	08/2017	Water Recovery (recwtr)	549.29	0.00	4,203.48	07/17 CBC Water usage
p0021b01	CBC Restaurant Corp.	09/2017		0.00	-19,267.11	-15,063.63	
p0021b01	CBC Restaurant Corp.	09/2017	Billable Expenditures (bilexp)	2,299.69	0.00	-12,763.94	Billable Expenditures (09/2017)
p0021b01	CBC Restaurant Corp.	09/2017	Escalation Income (recesc)	585.63	0.00	-12,178.31	Escalation Income (09/2017)
p0021b01	CBC Restaurant Corp.	09/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-11,515.02	Real Estate Tax Recovery (09/2017)
p0021b01	CBC Restaurant Corp.	09/2017	Rental Income - Office (rntoff)	15,718.50	0.00	4,203.48	Rental Income - Office (09/2017)
p0021b01	CBC Restaurant Corp.	09/2017	Water Recovery (recwtr)	541.31	0.00	4,744.79	08/17 Water usage
p0021b01	CBC Restaurant Corp.	09/2017	Billable Expenditures (bilexp)	1,400.00	0.00	6,144.79	09/17 Parking adj.
p0021b01	CBC Restaurant Corp.	10/2017	Billable Expenditures (bilexp)	2,299.69	0.00	8,444.48	Billable Expenditures (10/2017)
p0021b01	CBC Restaurant Corp.	10/2017	Escalation Income (recesc)	585.63	0.00	9,030.11	Escalation Income (10/2017)
p0021b01	CBC Restaurant Corp.	10/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	9,693.40	Real Estate Tax Recovery (10/2017)
p0021b01	CBC Restaurant Corp.	10/2017	Rental Income - Office (rntoff)	15,718.50	0.00	25,411.90	Rental Income - Office (10/2017)
p0021b01	CBC Restaurant Corp.	10/2017		0.00	-25,411.90	0.00	

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	10/2017	Water Recovery (recwtr)	345.80	0.00	345.80	09/17 Water usage
p0021b01	CBC Restaurant Corp.	10/2017	Billable Expenditures (bilexp)	1,400.00	0.00	1,745.80	10/17 Parking adj.
p0021b01	CBC Restaurant Corp.	11/2017		0.00	-21,012.91	-19,267.11	
p0021b01	CBC Restaurant Corp.	11/2017	Billable Expenditures (bilexp)	2,299.69	0.00	-16,967.42	Billable Expenditures (11/2017)
p0021b01	CBC Restaurant Corp.	11/2017	Escalation Income (recesc)	585.63	0.00	-16,381.79	Escalation Income (11/2017)
p0021b01	CBC Restaurant Corp.	11/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	-15,718.50	Real Estate Tax Recovery (11/2017)
p0021b01	CBC Restaurant Corp.	11/2017	Rental Income - Office (rntoff)	15,718.50	0.00	0.00	Rental Income - Office (11/2017)
p0021b01	CBC Restaurant Corp.	11/2017	Water Recovery (recwtr)	522.69	0.00	522.69	10/17 Water Usage
p0021b01	CBC Restaurant Corp.	11/2017	Billable Expenditures (bilexp)	1,400.00	0.00	1,922.69	11/17 Parking adj.
p0021b01	CBC Restaurant Corp.	12/2017	Billable Expenditures (bilexp)	2,299.69	0.00	4,222.38	Billable Expenditures (12/2017)
p0021b01	CBC Restaurant Corp.	12/2017	Escalation Income (recesc)	585.63	0.00	4,808.01	Escalation Income (12/2017)
p0021b01	CBC Restaurant Corp.	12/2017	Real Estate Tax Recovery (recrct)	663.29	0.00	5,471.30	Real Estate Tax Recovery (12/2017)
p0021b01	CBC Restaurant Corp.	12/2017	Rental Income - Office (rntoff)	15,718.50	0.00	21,189.80	Rental Income - Office (12/2017)
p0021b01	CBC Restaurant Corp.	12/2017		0.00	-19,267.11	1,922.69	
p0021b01	CBC Restaurant Corp.	12/2017	Water Recovery (recwtr)	531.18	0.00	2,453.87	11/1-12/5 Water Usage
p0021b01	CBC Restaurant Corp.	12/2017	Billable Expenditures (bilexp)	560.00	0.00	3,013.87	12/17 Parking adj.
p0021b01	CBC Restaurant Corp.	01/2018	Billable Expenditures (bilexp)	3,699.69	0.00	6,713.56	Billable Expenditures (01/2018)
p0021b01	CBC Restaurant Corp.	01/2018	Escalation Income (recesc)	631.53	0.00	7,345.09	Escalation Income (01/2018)
p0021b01	CBC Restaurant Corp.	01/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	7,936.16	Real Estate Tax Recovery (01/2018)
p0021b01	CBC Restaurant Corp.	01/2018	Rental Income - Office (rntoff)	15,718.50	0.00	23,654.66	Rental Income - Office (01/2018)
p0021b01	CBC Restaurant Corp.	01/2018		0.00	-19,267.11	4,387.55	
p0021b01	CBC Restaurant Corp.	01/2018	Water Recovery (recwtr)	351.40	0.00	4,738.95	12/17 Water usage
p0021b01	CBC Restaurant Corp.	01/2018	Billable Expenditures (bilexp)	-420.00	0.00	4,318.95	01/18 Parking adjustment
p0021b01	CBC Restaurant Corp.	01/2018		0.00	0.00	4,318.95	
p0021b01	CBC Restaurant Corp.	02/2018	Billable Expenditures (bilexp)	3,699.69	0.00	8,018.64	Billable Expenditures (02/2018)
p0021b01	CBC Restaurant Corp.	02/2018	Escalation Income (recesc)	631.53	0.00	8,650.17	Escalation Income (02/2018)
p0021b01	CBC Restaurant Corp.	02/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	9,241.24	Real Estate Tax Recovery (02/2018)
p0021b01	CBC Restaurant Corp.	02/2018	Rental Income - Office (rntoff)	15,718.50	0.00	24,959.74	Rental Income - Office (02/2018)
p0021b01	CBC Restaurant Corp.	02/2018		0.00	-22,477.05	2,482.69	
p0021b01	CBC Restaurant Corp.	02/2018	Billable Expenditures (bilexp)	-420.00	0.00	2,062.69	Adjust 02/18 Parking
p0021b01	CBC Restaurant Corp.	02/2018	Water Recovery (recwtr)	570.68	0.00	2,633.37	01/18 Water usage
p0021b01	CBC Restaurant Corp.	03/2018		0.00	-21,211.47	-18,578.10	
p0021b01	CBC Restaurant Corp.	03/2018	Billable Expenditures (bilexp)	3,699.69	0.00	-14,878.41	Billable Expenditures (03/2018)
p0021b01	CBC Restaurant Corp.	03/2018	Escalation Income (recesc)	631.53	0.00	-14,246.88	Escalation Income (03/2018)
p0021b01	CBC Restaurant Corp.	03/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-13,655.81	Real Estate Tax Recovery (03/2018)
p0021b01	CBC Restaurant Corp.	03/2018	Rental Income - Office (rntoff)	15,718.50	0.00	2,062.69	Rental Income - Office (03/2018)
p0021b01	CBC Restaurant Corp.	03/2018	Water Recovery (recwtr)	416.77	0.00	2,479.46	02/18 Water usage
p0021b01	CBC Restaurant Corp.	03/2018	Billable Expenditures (bilexp)	-700.00	0.00	1,779.46	Adj.03/18 Parking charges
p0021b01	CBC Restaurant Corp.	03/2018		0.00	0.00	1,779.46	
p0021b01	CBC Restaurant Corp.	03/2018	Escalation Income - YE Rec (recesc)	-350.32	0.00	1,429.14	Escalation Income - YE Rec (01/2017 - 12/2017)
p0021b01	CBC Restaurant Corp.	03/2018	Real Estate Tax Recovery - YE Re (recrct)	-14.97	0.00	1,414.17	Real Estate Tax Recovery - YE Re (01/2017 - 12/2017)
p0021b01	CBC Restaurant Corp.	04/2018	Billable Expenditures (bilexp)	3,279.69	0.00	4,693.86	Billable Expenditures (04/2018)
p0021b01	CBC Restaurant Corp.	04/2018	Escalation Income (recesc)	631.53	0.00	5,325.39	Escalation Income (04/2018)
p0021b01	CBC Restaurant Corp.	04/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	5,916.46	Real Estate Tax Recovery (04/2018)
p0021b01	CBC Restaurant Corp.	04/2018	Rental Income - Office (rntoff)	15,718.50	0.00	21,634.96	Rental Income - Office (04/2018)
p0021b01	CBC Restaurant Corp.	04/2018		0.00	-22,840.25	-1,205.29	
p0021b01	CBC Restaurant Corp.	04/2018	Billable Expenditures (bilexp)	-140.00	0.00	-1,345.29	04/18 CBC Parking adj.
p0021b01	CBC Restaurant Corp.	04/2018	Water Recovery (recwtr)	499.85	0.00	-845.44	03/18 CBC Water Usage
p0021b01	CBC Restaurant Corp.	05/2018		0.00	-20,580.64	-21,426.08	
p0021b01	CBC Restaurant Corp.	05/2018	Billable Expenditures (bilexp)	3,279.69	0.00	-18,146.39	Billable Expenditures (05/2018)
p0021b01	CBC Restaurant Corp.	05/2018	Escalation Income (recesc)	631.53	0.00	-17,514.86	Escalation Income (05/2018)
p0021b01	CBC Restaurant Corp.	05/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-16,923.79	Real Estate Tax Recovery (05/2018)
p0021b01	CBC Restaurant Corp.	05/2018	Rental Income - Office (rntoff)	15,718.50	0.00	-1,205.29	Rental Income - Office (05/2018)
p0021b01	CBC Restaurant Corp.	05/2018		0.00	0.00	-1,205.29	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	05/2018	Billable Expenditures (bilexp)	-140.00	0.00	-1,345.29	Adj.05/18 Parking charges
p0021b01	CBC Restaurant Corp.	05/2018	Water Recovery (recwtr)	547.52	0.00	-797.77	05/18 Water Usage
p0021b01	CBC Restaurant Corp.	06/2018		0.00	-19,937.50	-20,735.27	
p0021b01	CBC Restaurant Corp.	06/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-17,543.39	Billable Expenditures (06/2018)
p0021b01	CBC Restaurant Corp.	06/2018	Escalation Income (recesc)	631.53	0.00	-16,911.86	Escalation Income (06/2018)
p0021b01	CBC Restaurant Corp.	06/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-16,320.79	Real Estate Tax Recovery (06/2018)
p0021b01	CBC Restaurant Corp.	06/2018	Rental Income - Office (rntoff)	17,215.50	0.00	894.71	Rental Income - Office (06/2018)
p0021b01	CBC Restaurant Corp.	06/2018	Water Recovery (recwtr)	652.40	0.00	1,547.11	05/18 Water usage
p0021b01	CBC Restaurant Corp.	06/2018		0.00	-20,532.06	-18,984.95	
p0021b01	CBC Restaurant Corp.	07/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-15,793.07	Billable Expenditures (07/2018)
p0021b01	CBC Restaurant Corp.	07/2018	Escalation Income (recesc)	631.53	0.00	-15,161.54	Escalation Income (07/2018)
p0021b01	CBC Restaurant Corp.	07/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-14,570.47	Real Estate Tax Recovery (07/2018)
p0021b01	CBC Restaurant Corp.	07/2018	Rental Income - Office (rntoff)	17,215.50	0.00	2,645.03	Rental Income - Office (07/2018)
p0021b01	CBC Restaurant Corp.	07/2018		0.00	0.00	2,645.03	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	07/2018	Water Recovery (recwtr)	593.83	0.00	3,238.86	06/18 Water usage
p0021b01	CBC Restaurant Corp.	07/2018		0.00	-2,800.00	438.86	

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	07/2018		0.00	-22,223.81	-21,784.95	
p0021b01	CBC Restaurant Corp.	08/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-18,593.07	Billable Expenditures (08/2018)
p0021b01	CBC Restaurant Corp.	08/2018	Escalation Income (recesc)	631.53	0.00	-17,961.54	Escalation Income (08/2018)
p0021b01	CBC Restaurant Corp.	08/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-17,370.47	Real Estate Tax Recovery (08/2018)
p0021b01	CBC Restaurant Corp.	08/2018	Rental Income - Office (rntoff)	17,215.50	0.00	-154.97	Rental Income - Office (08/2018)
p0021b01	CBC Restaurant Corp.	08/2018		0.00	0.00	-154.97	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	08/2018	Water Recovery (recwtr)	516.20	0.00	361.23	07/18 Water usage
p0021b01	CBC Restaurant Corp.	09/2018	Billable Expenditures (bilexp)	3,191.88	0.00	3,553.11	Billable Expenditures (09/2018)
p0021b01	CBC Restaurant Corp.	09/2018	Escalation Income (recesc)	631.53	0.00	4,184.64	Escalation Income (09/2018)
p0021b01	CBC Restaurant Corp.	09/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	4,775.71	Real Estate Tax Recovery (09/2018)
p0021b01	CBC Restaurant Corp.	09/2018	Rental Income - Office (rntoff)	17,215.50	0.00	21,991.21	Rental Income - Office (09/2018)
p0021b01	CBC Restaurant Corp.	09/2018		0.00	-21,629.98	361.23	
p0021b01	CBC Restaurant Corp.	09/2018		0.00	-516.20	-154.97	
p0021b01	CBC Restaurant Corp.	09/2018	Water Recovery (recwtr)	441.29	0.00	286.32	08/18 Water usage
p0021b01	CBC Restaurant Corp.	10/2018		0.00	-21,931.27	-21,644.95	
p0021b01	CBC Restaurant Corp.	10/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-18,453.07	Billable Expenditures (10/2018)
p0021b01	CBC Restaurant Corp.	10/2018	Escalation Income (recesc)	631.53	0.00	-17,821.54	Escalation Income (10/2018)
p0021b01	CBC Restaurant Corp.	10/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-17,230.47	Real Estate Tax Recovery (10/2018)
p0021b01	CBC Restaurant Corp.	10/2018	Rental Income - Office (rntoff)	17,215.50	0.00	-14.97	Rental Income - Office (10/2018)
p0021b01	CBC Restaurant Corp.	10/2018		0.00	0.00	-14.97	
p0021b01	CBC Restaurant Corp.	10/2018	Water Recovery (recwtr)	510.75	0.00	495.78	09/18 Water usage
p0021b01	CBC Restaurant Corp.	11/2018		0.00	-21,615.01	-21,119.23	
p0021b01	CBC Restaurant Corp.	11/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-17,927.35	Billable Expenditures (11/2018)
p0021b01	CBC Restaurant Corp.	11/2018	Escalation Income (recesc)	631.53	0.00	-17,295.82	Escalation Income (11/2018)
p0021b01	CBC Restaurant Corp.	11/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-16,704.75	Real Estate Tax Recovery (11/2018)
p0021b01	CBC Restaurant Corp.	11/2018	Rental Income - Office (rntoff)	17,215.50	0.00	510.75	Rental Income - Office (11/2018)
p0021b01	CBC Restaurant Corp.	11/2018	Water Recovery (recwtr)	514.84	0.00	1,025.59	10/18 Water Usage
p0021b01	CBC Restaurant Corp.	11/2018		0.00	-21,629.98	-20,604.39	
p0021b01	CBC Restaurant Corp.	12/2018	Billable Expenditures (bilexp)	3,191.88	0.00	-17,412.51	Billable Expenditures (12/2018)
p0021b01	CBC Restaurant Corp.	12/2018	Escalation Income (recesc)	631.53	0.00	-16,780.98	Escalation Income (12/2018)
p0021b01	CBC Restaurant Corp.	12/2018	Real Estate Tax Recovery (recrct)	591.07	0.00	-16,189.91	Real Estate Tax Recovery (12/2018)
p0021b01	CBC Restaurant Corp.	12/2018	Rental Income - Office (rntoff)	17,215.50	0.00	1,025.59	Rental Income - Office (12/2018)
p0021b01	CBC Restaurant Corp.	12/2018		0.00	0.00	1,025.59	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	12/2018		0.00	-514.84	510.75	
p0021b01	CBC Restaurant Corp.	12/2018	Water Recovery (recwtr)	517.56	0.00	1,028.31	11/18 Water usage
p0021b01	CBC Restaurant Corp.	01/2019	Billable Expenditures (bilexp)	3,191.88	0.00	4,220.19	Billable Expenditures (01/2019)
p0021b01	CBC Restaurant Corp.	01/2019	Escalation Income (recesc)	617.65	0.00	4,837.84	Escalation Income (01/2019)
p0021b01	CBC Restaurant Corp.	01/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	5,524.84	Real Estate Tax Recovery (01/2019)
p0021b01	CBC Restaurant Corp.	01/2019	Rental Income - Office (rntoff)	17,215.50	0.00	22,740.34	Rental Income - Office (01/2019)
p0021b01	CBC Restaurant Corp.	01/2019		0.00	-21,629.98	1,110.36	
p0021b01	CBC Restaurant Corp.	01/2019		0.00	-1,028.31	82.05	
p0021b01	CBC Restaurant Corp.	01/2019	Water Recovery (recwtr)	510.75	0.00	592.80	12/18 Water Usage
p0021b01	CBC Restaurant Corp.	02/2019		0.00	-22,304.83	-21,712.03	
p0021b01	CBC Restaurant Corp.	02/2019	Billable Expenditures (bilexp)	3,191.88	0.00	-18,520.15	Billable Expenditures (02/2019)
p0021b01	CBC Restaurant Corp.	02/2019	Escalation Income (recesc)	617.65	0.00	-17,902.50	Escalation Income (02/2019)
p0021b01	CBC Restaurant Corp.	02/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-17,215.50	Real Estate Tax Recovery (02/2019)
p0021b01	CBC Restaurant Corp.	02/2019	Rental Income - Office (rntoff)	17,215.50	0.00	0.00	Rental Income - Office (02/2019)
p0021b01	CBC Restaurant Corp.	02/2019	Water Recovery (recwtr)	727.31	0.00	727.31	02/19 Water usage
p0021b01	CBC Restaurant Corp.	03/2019		0.00	-21,712.03	-20,984.72	
p0021b01	CBC Restaurant Corp.	03/2019	Billable Expenditures (bilexp)	3,191.88	0.00	-17,792.84	Billable Expenditures (03/2019)
p0021b01	CBC Restaurant Corp.	03/2019	Escalation Income (recesc)	617.65	0.00	-17,175.19	Escalation Income (03/2019)
p0021b01	CBC Restaurant Corp.	03/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,488.19	Real Estate Tax Recovery (03/2019)
p0021b01	CBC Restaurant Corp.	03/2019	Rental Income - Office (rntoff)	17,215.50	0.00	727.31	Rental Income - Office (03/2019)
p0021b01	CBC Restaurant Corp.	03/2019		0.00	-727.31	0.00	
p0021b01	CBC Restaurant Corp.	03/2019	Water Recovery (recwtr)	570.68	0.00	570.68	02/19 CBC Water usage
p0021b01	CBC Restaurant Corp.	03/2019	Escalation Income - YE Rec (recesy)	-246.11	0.00	324.57	Escalation Income - YE Rec (01/2018 - 05/2018)
p0021b01	CBC Restaurant Corp.	03/2019	Escalation Income - YE Rec (recesy)	-344.56	0.00	-19.99	Escalation Income - YE Rec (06/2018 - 12/2018)
p0021b01	CBC Restaurant Corp.	03/2019	Real Estate Tax Recovery - YE Re (recrct)	289.49	0.00	269.50	Real Estate Tax Recovery - YE Re (01/2018 - 05/2018)
p0021b01	CBC Restaurant Corp.	03/2019	Real Estate Tax Recovery - YE Re (recrct)	405.29	0.00	674.79	Real Estate Tax Recovery - YE Re (06/2018 - 12/2018)
p0021b01	CBC Restaurant Corp.	04/2019		0.00	-21,692.04	-21,017.25	
p0021b01	CBC Restaurant Corp.	04/2019	Billable Expenditures (bilexp)	3,191.88	0.00	-17,825.37	Billable Expenditures (04/2019)
p0021b01	CBC Restaurant Corp.	04/2019	Escalation Income (recesc)	617.65	0.00	-17,207.72	Escalation Income (04/2019)
p0021b01	CBC Restaurant Corp.	04/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,520.72	Real Estate Tax Recovery (04/2019)
p0021b01	CBC Restaurant Corp.	04/2019	Rental Income - Office (rntoff)	17,215.50	0.00	694.78	Rental Income - Office (04/2019)
p0021b01	CBC Restaurant Corp.	04/2019	Water Recovery (recwtr)	588.38	0.00	1,283.16	03/19 Water usage
p0021b01	CBC Restaurant Corp.	05/2019		0.00	-22,406.81	-21,123.65	
p0021b01	CBC Restaurant Corp.	05/2019	Billable Expenditures (bilexp)	3,191.88	0.00	-17,931.77	Billable Expenditures (05/2019)
p0021b01	CBC Restaurant Corp.	05/2019	Escalation Income (recesc)	617.65	0.00	-17,314.12	Escalation Income (05/2019)
p0021b01	CBC Restaurant Corp.	05/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,627.12	Real Estate Tax Recovery (05/2019)
p0021b01	CBC Restaurant Corp.	05/2019	Rental Income - Office (rntoff)	17,215.50	0.00	588.38	Rental Income - Office (05/2019)

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	05/2019	Water Recovery (recwtr)	690.53	0.00	1,278.91	04/19 Water usage
p0021b01	CBC Restaurant Corp.	05/2019		0.00	-23,044.70	-21,765.79	
p0021b01	CBC Restaurant Corp.	06/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-18,520.15	Billable Expenditures (06/2019)
p0021b01	CBC Restaurant Corp.	06/2019	Escalation Income (recesc)	617.65	0.00	-17,902.50	Escalation Income (06/2019)
p0021b01	CBC Restaurant Corp.	06/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-17,215.50	Real Estate Tax Recovery (06/2019)
p0021b01	CBC Restaurant Corp.	06/2019	Rental Income - Office (rntoff)	17,215.50	0.00	0.00	Rental Income - Office (06/2019)
p0021b01	CBC Restaurant Corp.	06/2019		0.00	0.00	0.00	Apply prepaid rent
p0021b01	CBC Restaurant Corp.	06/2019	Water Recovery (recwtr)	855.34	0.00	855.34	05/19 Water usage
p0021b01	CBC Restaurant Corp.	07/2019		0.00	-21,765.79	-20,910.45	
p0021b01	CBC Restaurant Corp.	07/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-17,664.81	Billable Expenditures (07/2019)
p0021b01	CBC Restaurant Corp.	07/2019	Escalation Income (recesc)	617.65	0.00	-17,047.16	Escalation Income (07/2019)
p0021b01	CBC Restaurant Corp.	07/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,360.16	Real Estate Tax Recovery (07/2019)
p0021b01	CBC Restaurant Corp.	07/2019	Rental Income - Office (rntoff)	17,215.50	0.00	855.34	Rental Income - Office (07/2019)
p0021b01	CBC Restaurant Corp.	07/2019		0.00	-855.34	0.00	
p0021b01	CBC Restaurant Corp.	07/2019	Water Recovery (recwtr)	901.64	0.00	901.64	06/19 Water usage
p0021b01	CBC Restaurant Corp.	08/2019		0.00	-22,667.43	-21,765.79	
p0021b01	CBC Restaurant Corp.	08/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-18,520.15	Billable Expenditures (08/2019)
p0021b01	CBC Restaurant Corp.	08/2019	Escalation Income (recesc)	617.65	0.00	-17,902.50	Escalation Income (08/2019)
p0021b01	CBC Restaurant Corp.	08/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-17,215.50	Real Estate Tax Recovery (08/2019)
p0021b01	CBC Restaurant Corp.	08/2019	Rental Income - Office (rntoff)	17,215.50	0.00	0.00	Rental Income - Office (08/2019)
p0021b01	CBC Restaurant Corp.	08/2019	Water Recovery (recwtr)	583.74	0.00	583.74	07/19 Water usage
p0021b01	CBC Restaurant Corp.	08/2019	Water Recovery (recwtr)	480.24	0.00	1,063.98	08/19 Water usage
p0021b01	CBC Restaurant Corp.	09/2019	Billable Expenditures (bilexp)	3,245.64	0.00	4,309.62	Billable Expenditures (09/2019)
p0021b01	CBC Restaurant Corp.	09/2019	Escalation Income (recesc)	617.65	0.00	4,927.27	Escalation Income (09/2019)
p0021b01	CBC Restaurant Corp.	09/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	5,614.27	Real Estate Tax Recovery (09/2019)
p0021b01	CBC Restaurant Corp.	09/2019	Rental Income - Office (rntoff)	17,215.50	0.00	22,829.77	Rental Income - Office (09/2019)
p0021b01	CBC Restaurant Corp.	09/2019		0.00	-22,349.53	480.24	
p0021b01	CBC Restaurant Corp.	10/2019		0.00	-21,765.79	-21,285.55	
p0021b01	CBC Restaurant Corp.	10/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-18,039.91	Billable Expenditures (10/2019)
p0021b01	CBC Restaurant Corp.	10/2019	Escalation Income (recesc)	617.65	0.00	-17,422.26	Escalation Income (10/2019)
p0021b01	CBC Restaurant Corp.	10/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,735.26	Real Estate Tax Recovery (10/2019)
p0021b01	CBC Restaurant Corp.	10/2019	Rental Income - Office (rntoff)	17,215.50	0.00	480.24	Rental Income - Office (10/2019)
p0021b01	CBC Restaurant Corp.	10/2019		0.00	-480.24	0.00	
p0021b01	CBC Restaurant Corp.	10/2019	Water Recovery (recwtr)	455.40	0.00	455.40	09/19 Water usage
p0021b01	CBC Restaurant Corp.	10/2019		0.00	0.00	455.40	
p0021b01	CBC Restaurant Corp.	11/2019		0.00	-21,765.79	-21,310.39	
p0021b01	CBC Restaurant Corp.	11/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-18,064.75	Billable Expenditures (11/2019)
p0021b01	CBC Restaurant Corp.	11/2019	Escalation Income (recesc)	617.65	0.00	-17,447.10	Escalation Income (11/2019)
p0021b01	CBC Restaurant Corp.	11/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-16,760.10	Real Estate Tax Recovery (11/2019)
p0021b01	CBC Restaurant Corp.	11/2019	Rental Income - Office (rntoff)	17,215.50	0.00	455.40	Rental Income - Office (11/2019)
p0021b01	CBC Restaurant Corp.	11/2019		0.00	-455.40	0.00	
p0021b01	CBC Restaurant Corp.	11/2019	Water Recovery (recwtr)	659.64	0.00	659.64	10/19 Water usage
p0021b01	CBC Restaurant Corp.	11/2019		0.00	-22,425.43	-21,765.79	
p0021b01	CBC Restaurant Corp.	12/2019	Billable Expenditures (bilexp)	3,245.64	0.00	-18,520.15	Billable Expenditures (12/2019)
p0021b01	CBC Restaurant Corp.	12/2019	Escalation Income (recesc)	617.65	0.00	-17,902.50	Escalation Income (12/2019)
p0021b01	CBC Restaurant Corp.	12/2019	Real Estate Tax Recovery (recrct)	687.00	0.00	-17,215.50	Real Estate Tax Recovery (12/2019)
p0021b01	CBC Restaurant Corp.	12/2019	Rental Income - Office (rntoff)	17,215.50	0.00	0.00	Rental Income - Office (12/2019)
p0021b01	CBC Restaurant Corp.	12/2019		0.00	0.00	0.00	
p0021b01	CBC Restaurant Corp.	12/2019	Water Recovery (recwtr)	369.84	0.00	369.84	11/19 Water usage
p0021b01	CBC Restaurant Corp.	12/2019	Billable Expenditures (bilexp)	210.00	0.00	579.84	11/19 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	12/2019	Billable Expenditures (bilexp)	350.00	0.00	929.84	12/19 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	12/2019		0.00	-21,765.79	-20,835.95	
p0021b01	CBC Restaurant Corp.	01/2020	Billable Expenditures (bilexp)	3,245.64	0.00	-17,590.31	Billable Expenditures (01/2020)
p0021b01	CBC Restaurant Corp.	01/2020	Escalation Income (recesc)	637.61	0.00	-16,952.70	Escalation Income (01/2020)
p0021b01	CBC Restaurant Corp.	01/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	-16,239.26	Real Estate Tax Recovery (01/2020)
p0021b01	CBC Restaurant Corp.	01/2020	Rental Income - Office (rntoff)	17,215.50	0.00	976.24	Rental Income - Office (01/2020)
p0021b01	CBC Restaurant Corp.	01/2020		0.00	0.00	976.24	
p0021b01	CBC Restaurant Corp.	01/2020		0.00	-46.40	929.84	
p0021b01	CBC Restaurant Corp.	01/2020		0.00	-21,812.19	-20,882.35	
p0021b01	CBC Restaurant Corp.	02/2020	Billable Expenditures (bilexp)	3,245.64	0.00	-17,636.71	Billable Expenditures (02/2020)
p0021b01	CBC Restaurant Corp.	02/2020	Escalation Income (recesc)	637.61	0.00	-16,999.10	Escalation Income (02/2020)
p0021b01	CBC Restaurant Corp.	02/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	-16,285.66	Real Estate Tax Recovery (02/2020)
p0021b01	CBC Restaurant Corp.	02/2020	Rental Income - Office (rntoff)	17,215.50	0.00	929.84	Rental Income - Office (02/2020)
p0021b01	CBC Restaurant Corp.	02/2020		0.00	0.00	929.84	
p0021b01	CBC Restaurant Corp.	02/2020	Billable Expenditures (bilexp)	5.00	0.00	934.84	01/20 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	333.96	0.00	1,268.80	12/19 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	589.26	0.00	1,858.06	01/20 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	-333.96	0.00	1,524.10	Rev.12/19 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	333.96	0.00	1,858.06	12/19 Water usage
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	-589.26	0.00	1,268.80	Rev.01/20 Corner Bakery parking

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	02/2020	Water Recovery (recwtr)	589.26	0.00	1,858.06	01/20 Water usage
p0021b01	CBC Restaurant Corp.	02/2020		0.00	-21,812.19	-19,954.13	
p0021b01	CBC Restaurant Corp.	02/2020		0.00	0.00	-19,954.13	
p0021b01	CBC Restaurant Corp.	02/2020	Billable Expenditures (bilexp)	140.00	0.00	-19,814.13	02/20 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	03/2020	Billable Expenditures (bilexp)	3,245.64	0.00	-16,568.49	Billable Expenditures (03/2020)
p0021b01	CBC Restaurant Corp.	03/2020	Escalation Income (recesc)	637.61	0.00	-15,930.88	Escalation Income (03/2020)
p0021b01	CBC Restaurant Corp.	03/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	-15,217.44	Real Estate Tax Recovery (03/2020)
p0021b01	CBC Restaurant Corp.	03/2020	Rental Income - Office (rntoff)	17,215.50	0.00	1,998.06	Rental Income - Office (03/2020)
p0021b01	CBC Restaurant Corp.	03/2020		0.00	0.00	1,998.06	
p0021b01	CBC Restaurant Corp.	03/2020		0.00	-1,298.06	700.00	
p0021b01	CBC Restaurant Corp.	03/2020	Water Recovery (recwtr)	535.44	0.00	1,235.44	02/20 Water usage
p0021b01	CBC Restaurant Corp.	03/2020		0.00	-560.00	675.44	
p0021b01	CBC Restaurant Corp.	04/2020	Parking Income (mscpk)	1,845.64	0.00	2,521.08	Parking Income (04/2020)
p0021b01	CBC Restaurant Corp.	04/2020	Escalation Income (recesc)	637.61	0.00	3,158.69	Escalation Income (04/2020)
p0021b01	CBC Restaurant Corp.	04/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	3,872.13	Real Estate Tax Recovery (04/2020)
p0021b01	CBC Restaurant Corp.	04/2020	Rental Income - Office (rntoff)	17,215.50	0.00	21,087.63	Rental Income - Office (04/2020)
p0021b01	CBC Restaurant Corp.	04/2020	Water Recovery (recwtr)	281.52	0.00	21,369.15	03/20 Water usage
p0021b01	CBC Restaurant Corp.	04/2020	Escalation Income - YE Rec (recesy)	-1,058.34	0.00	20,310.81	Escalation Income - YE Rec (01/2019 - 12/2019)
p0021b01	CBC Restaurant Corp.	04/2020	Real Estate Tax Recovery - YE Re (recrct)	91.24	0.00	20,402.05	Real Estate Tax Recovery - YE Re (01/2019 - 12/2019)
p0021b01	CBC Restaurant Corp.	05/2020	Parking Income (mscpk)	1,845.64	0.00	22,247.69	Parking Income (05/2020)
p0021b01	CBC Restaurant Corp.	05/2020	Escalation Income (recesc)	637.61	0.00	22,885.30	Escalation Income (05/2020)
p0021b01	CBC Restaurant Corp.	05/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	23,598.74	Real Estate Tax Recovery (05/2020)
p0021b01	CBC Restaurant Corp.	05/2020	Rental Income - Office (rntoff)	17,215.50	0.00	40,814.24	Rental Income - Office (05/2020)
p0021b01	CBC Restaurant Corp.	05/2020	Water Recovery (recwtr)	31.74	0.00	40,845.98	04/20 Water usage
p0021b01	CBC Restaurant Corp.	06/2020	Parking Income (mscpk)	1,901.01	0.00	42,746.99	Parking Income (06/2020)
p0021b01	CBC Restaurant Corp.	06/2020	Escalation Income (recesc)	637.61	0.00	43,384.60	Escalation Income (06/2020)
p0021b01	CBC Restaurant Corp.	06/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	44,098.04	Real Estate Tax Recovery (06/2020)
p0021b01	CBC Restaurant Corp.	06/2020	Rental Income - Office (rntoff)	17,215.50	0.00	61,313.54	Rental Income - Office (06/2020)
p0021b01	CBC Restaurant Corp.	06/2020	Water Recovery (recwtr)	28.28	0.00	61,341.82	05/20 Water usage
p0021b01	CBC Restaurant Corp.	07/2020	Water Recovery (recwtr)	0.70	0.00	61,342.52	05/20 Water usage balance
p0021b01	CBC Restaurant Corp.	07/2020		0.00	-20,467.56	40,874.96	
p0021b01	CBC Restaurant Corp.	07/2020	Parking Income (mscpk)	1,901.01	0.00	42,775.97	Parking Income (07/2020)
p0021b01	CBC Restaurant Corp.	07/2020	Escalation Income (recesc)	637.61	0.00	43,413.58	Escalation Income (07/2020)
p0021b01	CBC Restaurant Corp.	07/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	44,127.02	Real Estate Tax Recovery (07/2020)
p0021b01	CBC Restaurant Corp.	07/2020	Rental Income - Office (rntoff)	17,215.50	0.00	61,342.52	Rental Income - Office (07/2020)
p0021b01	CBC Restaurant Corp.	07/2020	Water Recovery (recwtr)	20.70	0.00	61,363.22	06/20 Water usage
p0021b01	CBC Restaurant Corp.	07/2020		0.00	-20,496.54	40,866.68	
p0021b01	CBC Restaurant Corp.	08/2020	Parking Income (mscpk)	1,901.01	0.00	42,767.69	Parking Income (08/2020)
p0021b01	CBC Restaurant Corp.	08/2020	Escalation Income (recesc)	637.61	0.00	43,405.30	Escalation Income (08/2020)
p0021b01	CBC Restaurant Corp.	08/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	44,118.74	Real Estate Tax Recovery (08/2020)
p0021b01	CBC Restaurant Corp.	08/2020	Rental Income - Office (rntoff)	17,215.50	0.00	61,334.24	Rental Income - Office (08/2020)
p0021b01	CBC Restaurant Corp.	08/2020		0.00	0.00	61,334.24	
p0021b01	CBC Restaurant Corp.	08/2020	Water Recovery (recwtr)	172.50	0.00	61,506.74	07/20 Water usage
p0021b01	CBC Restaurant Corp.	08/2020		0.00	-1,181.90	60,324.84	
p0021b01	CBC Restaurant Corp.	09/2020	Parking Income (mscpk)	1,901.01	0.00	62,225.85	Parking Income (09/2020)
p0021b01	CBC Restaurant Corp.	09/2020	Escalation Income (recesc)	637.61	0.00	62,863.46	Escalation Income (09/2020)
p0021b01	CBC Restaurant Corp.	09/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	63,576.90	Real Estate Tax Recovery (09/2020)
p0021b01	CBC Restaurant Corp.	09/2020	Rental Income - Office (rntoff)	17,215.50	0.00	80,792.40	Rental Income - Office (09/2020)
p0021b01	CBC Restaurant Corp.	09/2020	Water Recovery (recwtr)	264.96	0.00	81,057.36	08/20 Water usage
p0021b01	CBC Restaurant Corp.	10/2020	Parking Income (mscpk)	1,901.01	0.00	82,958.37	Parking Income (10/2020)
p0021b01	CBC Restaurant Corp.	10/2020	Escalation Income (recesc)	637.61	0.00	83,595.98	Escalation Income (10/2020)
p0021b01	CBC Restaurant Corp.	10/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	84,309.42	Real Estate Tax Recovery (10/2020)
p0021b01	CBC Restaurant Corp.	10/2020	Rental Income - Office (rntoff)	17,215.50	0.00	101,524.92	Rental Income - Office (10/2020)
p0021b01	CBC Restaurant Corp.	10/2020	Water Recovery (recwtr)	333.96	0.00	101,858.88	09/20 Water usage
p0021b01	CBC Restaurant Corp.	11/2020	Parking Income (mscpk)	1,901.01	0.00	103,759.89	Parking Income (11/2020)
p0021b01	CBC Restaurant Corp.	11/2020	Escalation Income (recesc)	637.61	0.00	104,397.50	Escalation Income (11/2020)
p0021b01	CBC Restaurant Corp.	11/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	105,110.94	Real Estate Tax Recovery (11/2020)
p0021b01	CBC Restaurant Corp.	11/2020	Rental Income - Office (rntoff)	17,215.50	0.00	122,326.44	Rental Income - Office (11/2020)
p0021b01	CBC Restaurant Corp.	11/2020	Water Recovery (recwtr)	445.74	0.00	122,772.18	10/20 Water usage
p0021b01	CBC Restaurant Corp.	12/2020	Parking Income (mscpk)	1,901.01	0.00	124,673.19	Parking Income (12/2020)
p0021b01	CBC Restaurant Corp.	12/2020	Escalation Income (recesc)	637.61	0.00	125,310.80	Escalation Income (12/2020)
p0021b01	CBC Restaurant Corp.	12/2020	Real Estate Tax Recovery (recrct)	713.44	0.00	126,024.24	Real Estate Tax Recovery (12/2020)
p0021b01	CBC Restaurant Corp.	12/2020	Rental Income - Office (rntoff)	17,215.50	0.00	143,239.74	Rental Income - Office (12/2020)
p0021b01	CBC Restaurant Corp.	12/2020	Water Recovery (recwtr)	235.98	0.00	143,475.72	11/20 Water usage
p0021b01	CBC Restaurant Corp.	12/2020	Deferred Rent-Commencement (dfrcmn)	-19,445.09	0.00	124,030.63	04/20 Rent Deferral
p0021b01	CBC Restaurant Corp.	12/2020	Deferred Rent-Commencement (dfrcmn)	-20,412.19	0.00	103,618.44	05/20 Rent Deferral
p0021b01	CBC Restaurant Corp.	12/2020	Deferred Rent-Commencement (dfrcmn)	-20,467.56	0.00	83,150.88	06/20 Rent Deferral
p0021b01	CBC Restaurant Corp.	12/2020	ExtraoConcess-Rent (xconrn)	-10,843.60	0.00	72,307.28	09/20 Alternative Rent Concession
p0021b01	CBC Restaurant Corp.	12/2020	ExtraoConcess-Rent (xconrn)	-11,973.01	0.00	60,334.27	10/20 Alternative Rent Concession
p0021b01	CBC Restaurant Corp.	12/2020		0.00	0.00	60,334.27	

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	12/2020		0.00	0.00	60,334.27	
p0021b01	CBC Restaurant Corp.	12/2020		0.00	-25,722.66	34,611.61	
p0021b01	CBC Restaurant Corp.	12/2020		0.00	0.00	34,611.61	
p0021b01	CBC Restaurant Corp.	12/2020	ExtraoConcess-Rent (xconrn)	-11,400.00	0.00	23,211.61	11/20 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	12/2020	ExtraoConcess-Rent (xconrn)	-11,400.00	0.00	11,811.61	12/20 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	12/2020		0.00	0.00	11,811.61	
p0021b01	CBC Restaurant Corp.	12/2020	ExtraoConcess-Rent (xconrn)	-510.99	0.00	11,300.62	11/20 Alternative Rent Concession Adj. Actual
p0021b01	CBC Restaurant Corp.	01/2021	Parking Income (mscprk)	1,901.01	0.00	13,201.63	Parking Income (01/2021)
p0021b01	CBC Restaurant Corp.	01/2021	Escalation Income (recesc)	680.97	0.00	13,882.60	Escalation Income (01/2021)
p0021b01	CBC Restaurant Corp.	01/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	14,610.15	Real Estate Tax Recovery (01/2021)
p0021b01	CBC Restaurant Corp.	01/2021	Rental Income - Office (rntoff)	17,215.50	0.00	31,825.65	Rental Income - Office (01/2021)
p0021b01	CBC Restaurant Corp.	01/2021		0.00	-3,252.06	28,573.59	
p0021b01	CBC Restaurant Corp.	01/2021		0.00	-5,304.51	23,269.08	
p0021b01	CBC Restaurant Corp.	01/2021	ExtraoConcess-Rent (xconrn)	-661.33	0.00	22,607.75	12/20 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	01/2021	Water Recovery (recwtr)	139.38	0.00	22,747.13	12/20 Water usage
p0021b01	CBC Restaurant Corp.	02/2021	Parking Income (mscprk)	1,901.01	0.00	24,648.14	Parking Income (02/2021)
p0021b01	CBC Restaurant Corp.	02/2021	Escalation Income (recesc)	680.97	0.00	25,329.11	Escalation Income (02/2021)
p0021b01	CBC Restaurant Corp.	02/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	26,056.66	Real Estate Tax Recovery (02/2021)
p0021b01	CBC Restaurant Corp.	02/2021	Rental Income - Office (rntoff)	17,215.50	0.00	43,272.16	Rental Income - Office (02/2021)
p0021b01	CBC Restaurant Corp.	02/2021		0.00	0.00	43,272.16	
p0021b01	CBC Restaurant Corp.	02/2021	Water Recovery (recwtr)	427.80	0.00	43,699.96	01/21 Water usage
p0021b01	CBC Restaurant Corp.	02/2021		0.00	0.00	43,699.96	
p0021b01	CBC Restaurant Corp.	02/2021	ExtraoConcess-Rent (xconrn)	-12,579.38	0.00	31,120.58	01/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	02/2021	ExtraoConcess-Rent (xconrn)	-12,911.62	0.00	18,208.96	02/21 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	03/2021	Parking Income (mscprk)	1,901.01	0.00	20,109.97	Parking Income (03/2021)
p0021b01	CBC Restaurant Corp.	03/2021	Escalation Income (recesc)	680.97	0.00	20,790.94	Escalation Income (03/2021)
p0021b01	CBC Restaurant Corp.	03/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	21,518.49	Real Estate Tax Recovery (03/2021)
p0021b01	CBC Restaurant Corp.	03/2021	Rental Income - Office (rntoff)	17,215.50	0.00	38,733.99	Rental Income - Office (03/2021)
p0021b01	CBC Restaurant Corp.	03/2021	ExtraoConcess-Rent (xconrn)	-12,911.62	0.00	25,822.37	03/21 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	03/2021		0.00	0.00	25,822.37	
p0021b01	CBC Restaurant Corp.	03/2021	ExtraoConcess-Rent (xconrn)	296.51	0.00	26,118.88	02/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	03/2021	Water Recovery (recwtr)	244.26	0.00	26,363.14	02/21 Water usage
p0021b01	CBC Restaurant Corp.	03/2021	ExtraoConcess-Rent (xconrn)	26.60	0.00	26,389.74	02/21 Alternative Rent Concession Actual 03/16/21 update
p0021b01	CBC Restaurant Corp.	04/2021	Parking Income (mscprk)	1,901.01	0.00	28,290.75	Parking Income (04/2021)
p0021b01	CBC Restaurant Corp.	04/2021	Escalation Income (recesc)	680.97	0.00	28,971.72	Escalation Income (04/2021)
p0021b01	CBC Restaurant Corp.	04/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	29,699.27	Real Estate Tax Recovery (04/2021)
p0021b01	CBC Restaurant Corp.	04/2021	Rental Income - Office (rntoff)	17,215.50	0.00	46,914.77	Rental Income - Office (04/2021)
p0021b01	CBC Restaurant Corp.	04/2021	Water Recovery (recwtr)	227.70	0.00	47,142.47	03/21 Water usage
p0021b01	CBC Restaurant Corp.	04/2021	ExtraoConcess-Rent (xconrn)	2,138.01	0.00	49,280.48	03/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	04/2021	Escalation Income - Prior Year (recesp)	-1,820.45	0.00	47,460.03	Escalation Income - YE Rec 2020
p0021b01	CBC Restaurant Corp.	04/2021	Real Estate Tax Recovery - PY (recrct)	241.86	0.00	47,701.89	Real Estate Tax Recovery - YE Rec 2020
p0021b01	CBC Restaurant Corp.	05/2021	Parking Income (mscprk)	1,901.01	0.00	49,602.90	Parking Income (05/2021)
p0021b01	CBC Restaurant Corp.	05/2021	Escalation Income (recesc)	680.97	0.00	50,283.87	Escalation Income (05/2021)
p0021b01	CBC Restaurant Corp.	05/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	51,011.42	Real Estate Tax Recovery (05/2021)
p0021b01	CBC Restaurant Corp.	05/2021	Rental Income - Office (rntoff)	17,215.50	0.00	68,226.92	Rental Income - Office (05/2021)
p0021b01	CBC Restaurant Corp.	05/2021	Late Fee (mscltf)	3,411.35	0.00	71,638.27	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	05/2021	Late Fee (mscltf)	298.49	0.00	71,936.76	CB Interest Fee- 5.25%
p0021b01	CBC Restaurant Corp.	05/2021	Water Recovery (recwtr)	218.04	0.00	72,154.80	04/21 Water usage
p0021b01	CBC Restaurant Corp.	05/2021	Billable Expenditures (biflexp)	656.00	0.00	72,810.80	4/26 Hot Water Heater Repair
p0021b01	CBC Restaurant Corp.	05/2021	Administrative Fee (mscadm)	98.40	0.00	72,909.20	4/26 Hot Water Heater Repair- Admin Fee
p0021b01	CBC Restaurant Corp.	06/2021	Parking Income (mscprk)	1,958.04	0.00	74,867.24	Parking Income (06/2021)
p0021b01	CBC Restaurant Corp.	06/2021	Escalation Income (recesc)	680.97	0.00	75,548.21	Escalation Income (06/2021)
p0021b01	CBC Restaurant Corp.	06/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	76,275.76	Real Estate Tax Recovery (06/2021)
p0021b01	CBC Restaurant Corp.	06/2021	Rental Income - Office (rntoff)	17,215.50	0.00	93,491.26	Rental Income - Office (06/2021)
p0021b01	CBC Restaurant Corp.	06/2021	Water Recovery (recwtr)	245.64	0.00	93,736.90	05/21 Water usage
p0021b01	CBC Restaurant Corp.	06/2021	Misc Tenant Income (mscmisc)	220.00	0.00	93,956.90	5/25/21 ENG OT, Fire Alarm Reset, Monitoring 4 hours Total
p0021b01	CBC Restaurant Corp.	06/2021	Late Fee (mscltf)	4,697.85	0.00	98,654.75	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	06/2021	Late Fee (mscltf)	411.06	0.00	99,065.81	CB Interest Fee- 5.25%
p0021b01	CBC Restaurant Corp.	07/2021	Deferred Rent-Repayment (dfrpry)	5,027.07	0.00	104,092.88	Deferred Rent-Repayment (07/2021)
p0021b01	CBC Restaurant Corp.	07/2021	Parking Income (mscprk)	1,958.04	0.00	106,050.92	Parking Income (07/2021)
p0021b01	CBC Restaurant Corp.	07/2021	Escalation Income (recesc)	680.97	0.00	106,731.89	Escalation Income (07/2021)
p0021b01	CBC Restaurant Corp.	07/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	107,459.44	Real Estate Tax Recovery (07/2021)
p0021b01	CBC Restaurant Corp.	07/2021	Rental Income - Office (rntoff)	17,215.50	0.00	124,674.94	Rental Income - Office (07/2021)
p0021b01	CBC Restaurant Corp.	07/2021	Water Recovery (recwtr)	245.66	0.00	124,920.60	06/21 Water usage
p0021b01	CBC Restaurant Corp.	07/2021	Misc Tenant Income (mscmisc)	816.00	0.00	125,736.60	06/21 ENG OT 8 Hrs Grease Trap Leak Clean Up
p0021b01	CBC Restaurant Corp.	07/2021	Late Fee (mscltf)	-4,697.85	0.00	121,038.75	06/21 Reverse CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	07/2021	Late Fee (mscltf)	-411.06	0.00	120,627.69	06/21 Reverse CB Interest Fee- 5.25%
p0021b01	CBC Restaurant Corp.	07/2021	Late Fee (mscltf)	-3,411.35	0.00	117,216.34	05/21 Reverse CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	07/2021	Late Fee (mscltf)	-298.49	0.00	116,917.85	05/21 Reverse CB Interest Fee- 5.25%
p0021b01	CBC Restaurant Corp.	07/2021		0.00	-67,217.68	49,700.17	

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	07/2021		0.00	0.00	49,700.17	
p0021b01	CBC Restaurant Corp.	07/2021		0.00	0.00	49,700.17	
p0021b01	CBC Restaurant Corp.	07/2021	ExtraoConcess-Rent (xconrn)	-11,867.30	0.00	37,832.87	04/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	07/2021	ExtraoConcess-Rent (xconrn)	-11,047.00	0.00	26,785.87	05/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	07/2021	ExtraoConcess-Rent (xconrn)	-8,847.17	0.00	17,938.70	06/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	07/2021	ExtraoConcess-Rent (xconrn)	-12,911.63	0.00	5,027.07	07/21 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	07/2021		0.00	0.00	5,027.07	
p0021b01	CBC Restaurant Corp.	07/2021	Deferred Rent-Repayment (dfrpry)	50,270.70	0.00	55,297.77	CBC Deferred Rent-Repayment (09/2021-06/2022)
p0021b01	CBC Restaurant Corp.	07/2021	Write-off/Bad Debt Exp Extraord (wobadx)	-60,324.84	0.00	-5,027.07	CBC Write Off Deferred Rent 04/20-06/20 4th Amend
p0021b01	CBC Restaurant Corp.	08/2021		0.00	0.00	-5,027.07	:Prog Gen prepayment transfer
p0021b01	CBC Restaurant Corp.	08/2021	Deferred Rent-Repayment (dfrpry)	5,027.07	0.00	0.00	Deferred Rent-Repayment (08/2021)
p0021b01	CBC Restaurant Corp.	08/2021	Parking Income (mscpk)	1,958.04	0.00	1,958.04	Parking Income (08/2021)
p0021b01	CBC Restaurant Corp.	08/2021	Escalation Income (recesc)	680.97	0.00	2,639.01	Escalation Income (08/2021)
p0021b01	CBC Restaurant Corp.	08/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	3,366.56	Real Estate Tax Recovery (08/2021)
p0021b01	CBC Restaurant Corp.	08/2021	Rental Income - Office (rntoff)	17,215.50	0.00	20,582.06	Rental Income - Office (08/2021)
p0021b01	CBC Restaurant Corp.	08/2021		0.00	-25,609.12	-5,027.06	
p0021b01	CBC Restaurant Corp.	08/2021	ExtraoConcess-Rent (xconrn)	3,029.04	0.00	-1,998.02	07/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	08/2021	Water Recovery (recwtr)	344.40	0.00	-1,653.62	07/21 Water usage
p0021b01	CBC Restaurant Corp.	08/2021	Billable Expenditures (billexp)	2,300.00	0.00	646.38	Emergency Grease Trap Cleaning
p0021b01	CBC Restaurant Corp.	08/2021	Administrative Fee (mscadm)	345.00	0.00	991.38	Emergency Grease Trap Clean 15% Admin Fee
p0021b01	CBC Restaurant Corp.	08/2021		0.00	0.00	991.38	
p0021b01	CBC Restaurant Corp.	09/2021	Parking Income (mscpk)	1,958.04	0.00	2,949.42	Parking Income (09/2021)
p0021b01	CBC Restaurant Corp.	09/2021	Escalation Income (recesc)	680.97	0.00	3,630.39	Escalation Income (09/2021)
p0021b01	CBC Restaurant Corp.	09/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	4,357.94	Real Estate Tax Recovery (09/2021)
p0021b01	CBC Restaurant Corp.	09/2021	Rental Income - Office (rntoff)	17,215.50	0.00	21,573.44	Rental Income - Office (09/2021)
p0021b01	CBC Restaurant Corp.	09/2021	Water Recovery (recwtr)	249.69	0.00	21,823.13	08/21 Water usage
p0021b01	CBC Restaurant Corp.	09/2021	ExtraoConcess-Rent (xconrn)	-8,521.13	0.00	13,302.00	08/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	09/2021	ExtraoConcess-Rent (xconrn)	-12,911.63	0.00	390.37	09/21 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	09/2021		0.00	0.00	390.37	
p0021b01	CBC Restaurant Corp.	10/2021	Parking Income (mscpk)	1,958.04	0.00	2,348.41	Parking Income (10/2021)
p0021b01	CBC Restaurant Corp.	10/2021	Escalation Income (recesc)	680.97	0.00	3,029.38	Escalation Income (10/2021)
p0021b01	CBC Restaurant Corp.	10/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	3,756.93	Real Estate Tax Recovery (10/2021)
p0021b01	CBC Restaurant Corp.	10/2021	Rental Income - Office (rntoff)	17,215.50	0.00	20,972.43	Rental Income - Office (10/2021)
p0021b01	CBC Restaurant Corp.	10/2021		0.00	0.00	20,972.43	
p0021b01	CBC Restaurant Corp.	10/2021		0.00	-16,332.66	4,639.77	
p0021b01	CBC Restaurant Corp.	10/2021	ExtraoConcess-Rent (xconrn)	-100.00	0.00	4,539.77	07/21 Adj. Alternative Rent Concess Actual
p0021b01	CBC Restaurant Corp.	10/2021	ExtraoConcess-Rent (xconrn)	5,277.69	0.00	9,817.46	09/21 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	10/2021	Water Recovery (recwtr)	233.91	0.00	10,051.37	09/21 Water usage
p0021b01	CBC Restaurant Corp.	10/2021		0.00	0.00	10,051.37	
p0021b01	CBC Restaurant Corp.	11/2021	Parking Income (mscpk)	1,958.04	0.00	12,009.41	Parking Income (11/2021)
p0021b01	CBC Restaurant Corp.	11/2021	Escalation Income (recesc)	680.97	0.00	12,690.38	Escalation Income (11/2021)
p0021b01	CBC Restaurant Corp.	11/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	13,417.93	Real Estate Tax Recovery (11/2021)
p0021b01	CBC Restaurant Corp.	11/2021	Rental Income - Office (rntoff)	17,215.50	0.00	30,633.43	Rental Income - Office (11/2021)
p0021b01	CBC Restaurant Corp.	11/2021		0.00	-18,811.03	11,822.40	
p0021b01	CBC Restaurant Corp.	11/2021	Water Recovery (recwtr)	231.04	0.00	12,053.44	10/21 Water usage
p0021b01	CBC Restaurant Corp.	12/2021	Parking Income (mscpk)	1,958.04	0.00	14,011.48	Parking Income (12/2021)
p0021b01	CBC Restaurant Corp.	12/2021	Escalation Income (recesc)	680.97	0.00	14,692.45	Escalation Income (12/2021)
p0021b01	CBC Restaurant Corp.	12/2021	Real Estate Tax Recovery (recrct)	727.55	0.00	15,420.00	Real Estate Tax Recovery (12/2021)
p0021b01	CBC Restaurant Corp.	12/2021	Rental Income - Office (rntoff)	17,215.50	0.00	32,635.50	Rental Income - Office (12/2021)
p0021b01	CBC Restaurant Corp.	12/2021		0.00	-26,090.79	6,544.71	
p0021b01	CBC Restaurant Corp.	12/2021		0.00	0.00	6,544.71	
p0021b01	CBC Restaurant Corp.	12/2021		0.00	-6,544.71	0.00	
p0021b01	CBC Restaurant Corp.	12/2021	Water Recovery (recwtr)	291.31	0.00	291.31	11/21 Water usage
p0021b01	CBC Restaurant Corp.	01/2022	Parking Income (mscpk)	1,958.04	0.00	2,249.35	Parking Income (01/2022)
p0021b01	CBC Restaurant Corp.	01/2022	Escalation Income (recesc)	882.17	0.00	3,131.52	Escalation Income (01/2022)
p0021b01	CBC Restaurant Corp.	01/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	3,907.13	Real Estate Tax Recovery (01/2022)
p0021b01	CBC Restaurant Corp.	01/2022	Rental Income - Office (rntoff)	17,215.50	0.00	21,122.63	Rental Income - Office (01/2022)
p0021b01	CBC Restaurant Corp.	01/2022		0.00	-20,582.06	540.57	
p0021b01	CBC Restaurant Corp.	01/2022	Water Recovery (recwtr)	176.51	0.00	717.08	12/21 Water usage
p0021b01	CBC Restaurant Corp.	02/2022	Parking Income (mscpk)	1,958.04	0.00	2,675.12	Parking Income (02/2022)
p0021b01	CBC Restaurant Corp.	02/2022	Escalation Income (recesc)	882.17	0.00	3,557.29	Escalation Income (02/2022)
p0021b01	CBC Restaurant Corp.	02/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	4,332.90	Real Estate Tax Recovery (02/2022)
p0021b01	CBC Restaurant Corp.	02/2022	Rental Income - Office (rntoff)	17,215.50	0.00	21,548.40	Rental Income - Office (02/2022)
p0021b01	CBC Restaurant Corp.	02/2022	Water Recovery (recwtr)	342.43	0.00	21,890.83	01/22 Water usage
p0021b01	CBC Restaurant Corp.	03/2022	Parking Income (mscpk)	1,958.04	0.00	23,848.87	Parking Income (03/2022)
p0021b01	CBC Restaurant Corp.	03/2022	Escalation Income (recesc)	882.17	0.00	24,731.04	Escalation Income (03/2022)
p0021b01	CBC Restaurant Corp.	03/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	25,506.65	Real Estate Tax Recovery (03/2022)
p0021b01	CBC Restaurant Corp.	03/2022	Rental Income - Office (rntoff)	17,215.50	0.00	42,722.15	Rental Income - Office (03/2022)
p0021b01	CBC Restaurant Corp.	03/2022	Water Recovery (recwtr)	253.44	0.00	42,975.59	02/22 Water usage
p0021b01	CBC Restaurant Corp.	04/2022	Parking Income (mscpk)	1,958.04	0.00	44,933.63	Parking Income (04/2022)

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000527 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	04/2022	Escalation Income (recesc)	882.17	0.00	45,815.80	Escalation Income (04/2022)
p0021b01	CBC Restaurant Corp.	04/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	46,591.41	Real Estate Tax Recovery (04/2022)
p0021b01	CBC Restaurant Corp.	04/2022	Rental Income - Office (rntoff)	17,215.50	0.00	63,806.91	Rental Income - Office (04/2022)
p0021b01	CBC Restaurant Corp.	04/2022	Escalation Income - YE Rec (recesy)	-270.97	0.00	63,535.94	Escalation Income - YE Rec (01/2021 - 12/2021)
p0021b01	CBC Restaurant Corp.	04/2022	Real Estate Tax Recovery - YE Re (recrct)	-35.56	0.00	63,500.38	Real Estate Tax Recovery - YE Re (01/2021 - 12/2021)
p0021b01	CBC Restaurant Corp.	04/2022		0.00	-42,195.48	21,304.90	
p0021b01	CBC Restaurant Corp.	04/2022		0.00	-21,636.12	-331.22	
p0021b01	CBC Restaurant Corp.	04/2022	ExtraoConcess-Rent (xconrn)	-9,630.39	0.00	-9,961.61	02/22 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	04/2022	ExtraoConcess-Rent (xconrn)	-8,607.75	0.00	-18,569.36	03/22 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	04/2022	ExtraoConcess-Rent (xconrn)	-8,607.75	0.00	-27,177.11	04/22 Alternative Rent Concession Est.
p0021b01	CBC Restaurant Corp.	04/2022	Water Recovery (recwtr)	257.76	0.00	-26,919.35	03/22 Water usage
p0021b01	CBC Restaurant Corp.	04/2022	Misc Tenant Income (mscmisc)	9.50	0.00	-26,909.85	Datawatch Card for Yesenia Marquez
p0021b01	CBC Restaurant Corp.	04/2022	ExtraoConcess-Rent (xconrn)	1,022.64	0.00	-25,887.21	02/22 Adj. Alternative Rent Concess Actual
p0021b01	CBC Restaurant Corp.	04/2022		0.00	0.00	-25,887.21	
p0021b01	CBC Restaurant Corp.	05/2022	Parking Income (mscpk)	1,958.04	0.00	-23,929.17	Parking Income (05/2022)
p0021b01	CBC Restaurant Corp.	05/2022	Escalation Income (recesc)	882.17	0.00	-23,047.00	Escalation Income (05/2022)
p0021b01	CBC Restaurant Corp.	05/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	-22,271.39	Real Estate Tax Recovery (05/2022)
p0021b01	CBC Restaurant Corp.	05/2022	Rental Income - Office (rntoff)	17,215.50	0.00	-5,055.89	Rental Income - Office (05/2022)
p0021b01	CBC Restaurant Corp.	05/2022	ExtraoConcess-Rent (xconrn)	-8,607.75	0.00	-13,663.64	ExtraoConcess-Rent (05/2022)
p0021b01	CBC Restaurant Corp.	05/2022		0.00	0.00	-13,663.64	
p0021b01	CBC Restaurant Corp.	05/2022	Water Recovery (recwtr)	299.52	0.00	-13,364.12	04/22 Water usage
p0021b01	CBC Restaurant Corp.	05/2022	ExtraoConcess-Rent (xconrn)	3,879.35	0.00	-9,484.77	03/22 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	05/2022	ExtraoConcess-Rent (xconrn)	2,228.37	0.00	-7,256.40	04/22 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	05/2022		0.00	0.00	-7,256.40	
p0021b01	CBC Restaurant Corp.	05/2022		0.00	-176.51	-7,432.91	
p0021b01	CBC Restaurant Corp.	06/2022	Parking Income (mscpk)	2,016.78	0.00	-5,416.13	Parking Income (06/2022)
p0021b01	CBC Restaurant Corp.	06/2022	Escalation Income (recesc)	882.17	0.00	-4,533.96	Escalation Income (06/2022)
p0021b01	CBC Restaurant Corp.	06/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	-3,758.35	Real Estate Tax Recovery (06/2022)
p0021b01	CBC Restaurant Corp.	06/2022	Rental Income - Office (rntoff)	17,215.50	0.00	13,457.15	Rental Income - Office (06/2022)
p0021b01	CBC Restaurant Corp.	06/2022	ExtraoConcess-Rent (xconrn)	-8,607.75	0.00	4,849.40	ExtraoConcess-Rent (06/2022)
p0021b01	CBC Restaurant Corp.	06/2022		0.00	0.00	4,849.40	
p0021b01	CBC Restaurant Corp.	06/2022	Water Recovery (recwtr)	298.08	0.00	5,147.48	05/22 Water usage
p0021b01	CBC Restaurant Corp.	06/2022	ExtraoConcess-Rent (xconrn)	2,516.34	0.00	7,663.82	05/22 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	06/2022		0.00	-13,497.54	-5,833.72	
p0021b01	CBC Restaurant Corp.	07/2022		0.00	0.00	-5,833.72	
p0021b01	CBC Restaurant Corp.	07/2022	Parking Income (mscpk)	2,016.78	0.00	-3,816.94	Parking Income (07/2022)
p0021b01	CBC Restaurant Corp.	07/2022	Escalation Income (recesc)	882.17	0.00	-2,934.77	Escalation Income (07/2022)
p0021b01	CBC Restaurant Corp.	07/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	-2,159.16	Real Estate Tax Recovery (07/2022)
p0021b01	CBC Restaurant Corp.	07/2022	Rental Income - Office (rntoff)	17,215.50	0.00	15,056.34	Rental Income - Office (07/2022)
p0021b01	CBC Restaurant Corp.	07/2022	Water Recovery (recwtr)	198.72	0.00	15,255.06	06/22 Water usage
p0021b01	CBC Restaurant Corp.	07/2022	Misc Tenant Income (mscmisc)	9.50	0.00	15,264.56	Datawatch Card (1) M. Taylor
p0021b01	CBC Restaurant Corp.	07/2022	ExtraoConcess-Rent (xconrn)	2,964.41	0.00	18,228.97	06/22 Alternative Rent Concession Actual
p0021b01	CBC Restaurant Corp.	07/2022		0.00	0.00	18,228.97	
p0021b01	CBC Restaurant Corp.	07/2022	Late Fee (msclf)	901.04	0.00	19,130.01	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	07/2022	Late Fee (msclf)	101.37	0.00	19,231.38	CB Interest Fee- 6.75%
p0021b01	CBC Restaurant Corp.	07/2022		0.00	0.00	19,231.38	
p0021b01	CBC Restaurant Corp.	08/2022	Parking Income (mscpk)	2,016.78	0.00	21,248.16	Parking Income (08/2022)
p0021b01	CBC Restaurant Corp.	08/2022	Escalation Income (recesc)	882.17	0.00	22,130.33	Escalation Income (08/2022)
p0021b01	CBC Restaurant Corp.	08/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	22,905.94	Real Estate Tax Recovery (08/2022)
p0021b01	CBC Restaurant Corp.	08/2022	Rental Income - Office (rntoff)	17,215.50	0.00	40,121.44	Rental Income - Office (08/2022)
p0021b01	CBC Restaurant Corp.	08/2022	Misc Tenant Income (mscmisc)	918.00	0.00	41,039.44	ENG OT Grease Trap Clean-up
p0021b01	CBC Restaurant Corp.	08/2022	Water Recovery (recwtr)	372.96	0.00	41,412.40	07/22 Water usage
p0021b01	CBC Restaurant Corp.	08/2022	Late Fee (msclf)	2,006.07	0.00	43,418.47	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	08/2022	Late Fee (msclf)	250.76	0.00	43,669.23	CB Interest Fee- 7.50%
p0021b01	CBC Restaurant Corp.	09/2022	Parking Income (mscpk)	2,016.78	0.00	45,686.01	Parking Income (09/2022)
p0021b01	CBC Restaurant Corp.	09/2022	Escalation Income (recesc)	882.17	0.00	46,568.18	Escalation Income (09/2022)
p0021b01	CBC Restaurant Corp.	09/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	47,343.79	Real Estate Tax Recovery (09/2022)
p0021b01	CBC Restaurant Corp.	09/2022	Rental Income - Office (rntoff)	17,215.50	0.00	64,559.29	Rental Income - Office (09/2022)
p0021b01	CBC Restaurant Corp.	09/2022	Water Recovery (recwtr)	277.11	0.00	64,836.40	08/22 Corner Bakery parking
p0021b01	CBC Restaurant Corp.	09/2022	Late Fee (msclf)	3,227.96	0.00	68,064.36	CB Interest Fee- 7.5%
p0021b01	CBC Restaurant Corp.	09/2022	Late Fee (msclf)	403.50	0.00	68,467.86	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	10/2022	Parking Income (mscpk)	2,016.78	0.00	70,484.64	Parking Income (10/2022)
p0021b01	CBC Restaurant Corp.	10/2022	Escalation Income (recesc)	882.17	0.00	71,366.81	Escalation Income (10/2022)
p0021b01	CBC Restaurant Corp.	10/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	72,142.42	Real Estate Tax Recovery (10/2022)
p0021b01	CBC Restaurant Corp.	10/2022	Rental Income - Office (rntoff)	17,215.50	0.00	89,357.92	Rental Income - Office (10/2022)
p0021b01	CBC Restaurant Corp.	10/2022	Water Recovery (recwtr)	190.15	0.00	89,548.07	09/22 Water usage
p0021b01	CBC Restaurant Corp.	10/2022	Late Fee (msclf)	1,044.50	0.00	90,592.57	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	10/2022	Late Fee (msclf)	614.34	0.00	91,206.91	CB Interest Fee- 8.25%
p0021b01	CBC Restaurant Corp.	11/2022	Parking Income (mscpk)	2,016.78	0.00	93,223.69	Parking Income (11/2022)
p0021b01	CBC Restaurant Corp.	11/2022	Escalation Income (recesc)	882.17	0.00	94,105.86	Escalation Income (11/2022)

Receivable Detail

DB Caption: LIVE Property: p0021b01 Tenant: t0000627 Status: Current, Past, Future Month From: 01/2010 To 04/2023

Property	Tenant	Post	Charge	Charges	Receipts	Balance	Notes
		Month	Code				
p0021b01	CBC Restaurant Corp.	11/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	94,881.47	Real Estate Tax Recovery (11/2022)
p0021b01	CBC Restaurant Corp.	11/2022	Rental Income - Office (rntoff)	17,215.50	0.00	112,096.97	Rental Income - Office (11/2022)
p0021b01	CBC Restaurant Corp.	11/2022		0.00	0.00	112,096.97	
p0021b01	CBC Restaurant Corp.	11/2022	Water Recovery (recwtr)	372.92	0.00	112,469.89	10/22 Water usage
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	1,044.50	0.00	113,514.39	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	840.73	0.00	114,355.12	CB Interest Fee- 9.00%
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	-2,006.07	0.00	112,349.05	8/22 Late Fee Reversal
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	-3,227.96	0.00	109,121.09	9/22 Late Fee Reversal
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	1,044.50	0.00	110,165.59	8/22 Late Fee
p0021b01	CBC Restaurant Corp.	11/2022	Late Fee (mscltf)	1,044.50	0.00	111,210.09	9/22 Late Fee
p0021b01	CBC Restaurant Corp.	11/2022		0.00	-86,937.11	24,272.98	
p0021b01	CBC Restaurant Corp.	12/2022	Parking Income (mscprk)	2,016.78	0.00	26,289.76	Parking Income (12/2022)
p0021b01	CBC Restaurant Corp.	12/2022	Escalation Income (recesc)	882.17	0.00	27,171.93	Escalation Income (12/2022)
p0021b01	CBC Restaurant Corp.	12/2022	Real Estate Tax Recovery (recrct)	775.61	0.00	27,947.54	Real Estate Tax Recovery (12/2022)
p0021b01	CBC Restaurant Corp.	12/2022	Rental Income - Office (rntoff)	17,215.50	0.00	45,163.04	Rental Income - Office (12/2022)
p0021b01	CBC Restaurant Corp.	12/2022	Water Recovery (recwtr)	241.74	0.00	45,404.78	11/22 Water usage
p0021b01	CBC Restaurant Corp.	12/2022	Late Fee (mscltf)	1,044.50	0.00	46,449.28	CB Late Fee- 5%
p0021b01	CBC Restaurant Corp.	12/2022	Late Fee (mscltf)	357.54	0.00	46,806.82	CB Interest Fee- 9.50%
p0021b01	CBC Restaurant Corp.	01/2023	Parking Income (mscprk)	2,016.78	0.00	48,823.60	Parking Income (01/2023)
p0021b01	CBC Restaurant Corp.	01/2023	Escalation Income (recesc)	901.81	0.00	49,725.41	Escalation Income (01/2023)
p0021b01	CBC Restaurant Corp.	01/2023	Real Estate Tax Recovery (recrct)	692.20	0.00	50,417.61	Real Estate Tax Recovery (01/2023)
p0021b01	CBC Restaurant Corp.	01/2023	Rental Income - Office (rntoff)	17,215.50	0.00	67,633.11	Rental Income - Office (01/2023)
p0021b01	CBC Restaurant Corp.	01/2023	Water Recovery (recwtr)	122.34	0.00	67,755.45	12/22 CBC Water usage
p0021b01	CBC Restaurant Corp.	01/2023	Late Fee (mscltf)	1,041.31	0.00	68,796.76	1/23 5% Late Fee
p0021b01	CBC Restaurant Corp.	01/2023	Late Fee (mscltf)	535.43	0.00	69,332.19	1/23 9.5% Interest
p0021b01	CBC Restaurant Corp.	02/2023	Parking Income (mscprk)	2,016.78	0.00	71,348.97	Parking Income (02/2023)
p0021b01	CBC Restaurant Corp.	02/2023	Escalation Income (recesc)	901.81	0.00	72,250.78	Escalation Income (02/2023)
p0021b01	CBC Restaurant Corp.	02/2023	Real Estate Tax Recovery (recrct)	692.20	0.00	72,942.98	Real Estate Tax Recovery (02/2023)
p0021b01	CBC Restaurant Corp.	02/2023	Rental Income - Office (rntoff)	17,215.50	0.00	90,158.48	Rental Income - Office (02/2023)
p0021b01	CBC Restaurant Corp.	02/2023	Late Fee (mscltf)	-535.43	0.00	89,623.05	1/23 9.5% Interest
p0021b01	CBC Restaurant Corp.	02/2023	Interest Income (othint)	535.43	0.00	90,158.48	1/23 9.5% Interest
p0021b01	CBC Restaurant Corp.	02/2023	Water Recovery (recwtr)	331.65	0.00	90,490.13	01/23 CBC Water usage
p0021b01	CBC Restaurant Corp.	02/2023	Misc Tenant Income (mscmisc)	9.50	0.00	90,499.63	Datawatch Card M G Ramirez
p0021b01	CBC Restaurant Corp.	02/2023	Late Fee (mscltf)	1,041.31	0.00	91,540.94	2/23 5% Late Fee
p0021b01	CBC Restaurant Corp.	02/2023	Interest Income (othint)	732.54	0.00	92,273.48	2/23 9.75% Interest
p0021b01	CBC Restaurant Corp.	02/2023		0.00	0.00	92,273.48	
p0021b01	CBC Restaurant Corp.	03/2023	Parking Income (mscprk)	2,016.78	0.00	94,290.26	Parking Income (03/2023)
p0021b01	CBC Restaurant Corp.	03/2023	Escalation Income (recesc)	901.81	0.00	95,192.07	Escalation Income (03/2023)
p0021b01	CBC Restaurant Corp.	03/2023	Real Estate Tax Recovery (recrct)	692.20	0.00	95,884.27	Real Estate Tax Recovery (03/2023)
p0021b01	CBC Restaurant Corp.	03/2023	Rental Income - Office (rntoff)	17,215.50	0.00	113,099.77	Rental Income - Office (03/2023)
p0021b01	CBC Restaurant Corp.	03/2023	Water Recovery (recwtr)	971.37	0.00	114,071.14	02/23 CBC Water usage
p0021b01	CBC Restaurant Corp.	03/2023	Escalation Income - YE Rec (recesy)	-3,759.07	0.00	110,312.07	Escalation Income - YE Rec 2022
p0021b01	CBC Restaurant Corp.	03/2023	Real Estate Tax Recovery - YE Re (recrct)	-1,332.54	0.00	108,979.53	Real Estate Tax Recovery - YE Rec 2022
p0021b01	CBC Restaurant Corp.	04/2023	Escalation Income (recesc)	901.81	0.00	109,881.34	Escalation Income (04/2023)
p0021b01	CBC Restaurant Corp.	04/2023	Real Estate Tax Recovery (recrct)	692.20	0.00	110,573.54	Real Estate Tax Recovery (04/2023)
p0021b01	CBC Restaurant Corp.	04/2023	Rental Income - Office (rntoff)	17,215.50	0.00	127,789.04	Rental Income - Office (04/2023)
p0021b01	CBC Restaurant Corp.	04/2023		0.00	0.00	127,789.04	
CBC Restaurant Corp.				2,049,738.80	-1,921,949.76	127,789.04	
p0021b01				2,049,738.80	-1,921,949.76	127,789.04	
Grand Total				2,049,738.80	-1,921,949.76	127,789.04	

Deed of Lease For Retail Space
in

Colonial Place I

Between

2111 WILSON BOULEVARD, INC.,
a Florida Corporation

as Landlord

and

CBC RESTAURANT CORP.
a Delaware Corporation

as Tenant



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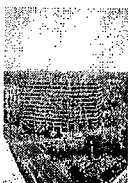
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ADDENDUM TO LEASE



DEED OF LEASE


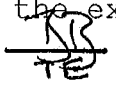
This Deed of Lease (the "Lease") is entered into this 26th day of November, 2007, between **2111 Wilson Boulevard, Inc.**, a Florida Corporation ("Landlord"), and **CBC Restaurant Corp.**, a Delaware Corporation ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises (as defined in Section 1.2). Intending to be legally bound under this Lease and in consideration of the agreements herein made, and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

ARTICLE I. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Building. That building, known as Colonial Place I, consisting of approximately 248,245 square feet of Net Rentable Area (defined in Section 2.4) located at 2111 Wilson Boulevard, Arlington, Virginia (the "Building").

1.2 Premises. The Premises, designated as Suite # 111 located on a portion of the first (1st) floor of the Building on the northwest corner of Wilson Boulevard and Veitch Street, which consists of approximately 4,459 square feet of Net Rentable Area and is outlined on Exhibit A hereto attached (the "Premises"). The square footage of the Premises has been certified by Landlord's architect and a copy of such certification was delivered to Tenant, and both Landlord and Tenant have agreed that the Premises consists of 4,459 square feet of Net Rentable Area. Tenant shall, in addition, have use of the "Outdoor Seating Area" as defined in and pursuant to the terms of Section 15.22(d) of this Lease. The square footage of said Outdoor Seating Area shall in no event be included in the Net Rentable Area of the Premises, except as and to the extent set forth in said Section 15.22(d). (c)

1.3 Lease Term. The "Lease Term" (herein so called) shall begin on the date that this Lease is fully executed (the "Commencement Date") and shall end on the last day of the one hundred twentieth (120th) full calendar month following the Rent Commencement Date (hereinafter defined) or at such earlier date as this Lease may be terminated as provided herein (the "Termination Date"). The "Rent Commencement Date" shall be the earlier of: (i) one hundred twenty (120) days after the Tenant obtains a building permit for the construction of Tenant's Work (as defined in Exhibit C); or (ii) the date that Tenant begins operating its business from the Premises. The Tenant hereby agrees that it will take all commercially reasonable steps to

promptly obtain the necessary building permit. If the Rent Commencement Date has not occurred by the date that is eighteen (18) months from the Commencement Date, then either Landlord (as long as it has not deliberately delayed the Rent Commencement Date) or Tenant (as long as it has not deliberately delayed the Rent Commencement Date) can terminate this Lease by giving the other written notice prior to the Rent Commencement Date.

1.4 Base Rent. The initial "Base Rent" (herein so called) is \$169,442.00 annually, payable monthly in advance in the amount of \$14,120.17 per month. The Base Rent shall be increased during the Lease Term in accordance with Section 1.7 of this Lease.

1.5 Tenant's Share of Operating Costs. "Tenant's Share" of "Operating Costs" (defined in Section 4.3) is 1.79% of such costs. Tenant's Share is subject to adjustment due to remeasurement of the Premises or the Building. [The parties acknowledge that the foregoing Share was determined by dividing the Net Rentable Area of the Premises by the Net Rentable Area of the Building].

1.6 Tenant's Share of Real Estate Taxes. "Tenant's Share" of "Real Estate Taxes" (defined in Section 4.4) is 1.79% of such costs. Tenant's Share is subject to adjustment due to remeasurement of the Premises or the Building. [The parties acknowledge that the foregoing Share was determined by dividing the Net Rentable Area of the Premises by the Net Rentable Area of the Building].

1.7 Adjustment to Base Rent. The Base Rent for the Premises will be adjusted during the Lease Term in accordance with the terms of the following schedule:

Term	Net Rentable Square Foot Rate	Annual Base Rent	Monthly Base Rent
Lease Year 1	\$38.00	\$169,442.00	\$14,120.17
Lease Year 2	\$38.00	\$169,442.00	\$14,120.17
Lease Year 3	\$38.00	\$169,442.00	\$14,120.17
Lease Year 4	\$38.00	\$169,442.00	\$14,120.17
Lease Year 5	\$38.00	\$169,442.00	\$14,120.17
Lease Year 6	\$42.00	\$187,278.00	\$15,606.50
Lease Year 7	\$42.00	\$187,278.00	\$15,606.50
Lease Year 8	\$42.00	\$187,278.00	\$15,606.50
Lease Year 9	\$42.00	\$187,278.00	\$15,606.50
Lease Year 10	\$42.00	\$187,278.00	\$15,606.50

1.8 Permitted Uses. Tenant may use the Premises (and the Outdoor Seating Area) solely for the operation of a bakery and/or

restaurant, including without limitation, the preparation of food for off-site catering and the retail sale of general merchandise bearing the Tenant's logo, and for no other purpose. Tenant's use of the Premises is subject to the "Rules and Regulations" (herein so called) set forth on Exhibit B hereto attached, as modified from time to time in accordance with Section 13.1.

Landlord and Tenant expressly agree that, notwithstanding any provision of this Lease to the contrary, Tenant shall not at any time be permitted to serve or sell beer, wine or alcohol from the Premises unless the following conditions are met:

(i) Substantially all of the bakery/restaurants operating under the trade name, "Corner Bakery Cafe" serve or sell beer, wine or alcohol; (ii) Tenant is able to obtain the necessary licenses and/or permits from Arlington County and the Commonwealth of Virginia; (iii) Tenant provides Landlord a liquor liability insurance endorsement in an amount of not less than One Million and No/100 Dollars (\$1,000,00.00); and (iv) Landlord, in its sole and absolute discretion consents to the change in the Permitted Use. Notwithstanding the foregoing, Landlord will not withhold its consent to a change in the Permitted Use to allow Tenant to sell beer and wine provided that the conditions set forth in (i), (ii) and (iii) above are met and further provided that the sale of beer and wine from the Premises constitutes less than 1% of Tenant's gross sales from the Premises. It is hereby expressly agreed that if all of the foregoing conditions are satisfied, Tenant shall have the right to transfer or assign its right to serve or sell from the Premises beer, wine or alcohol to any assignee or subtenant operating as a Corner Bakery Cafe without further consent of Landlord, but that any transferee not operating as a Corner Bakery Cafe shall have no right to serve or sell from the Premises beer, wine or alcohol without Landlord's prior, written consent, which consent may be withheld in the Landlord's sole and absolute discretion.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

1.11 Definition of Landlord's Agents and Tenant's Agents. "Landlord's Agents" includes any asset manager, agent, managing agent, affiliate, contractor, employee, director, officer or servant of Landlord, or any corporate entity affiliated with Landlord or third party operator and owner of the Building, and "Tenant's Agents" includes any agent, officer, employee, servant, partner, contractor, licensee, or sublessee of Tenant.

1.12 Definition of Lease Year. The first Lease Year will begin on the Commencement Date and end on the last day of the



twelfth (12th) full calendar month following the Rent Commencement Date. The second Lease Year will begin on the first day of the thirteenth (13th) full calendar month following the Rent Commencement Date and extend for a period of twelve (12) full calendar months thereafter. Each subsequent Lease Year will begin on the annual anniversary of the first day of the second (2nd) Lease Year and extend for twelve (12) full calendar months.

1.13 Net of Electric Lease. Landlord and Tenant agree that this is a net of electric Lease. Accordingly, Tenant shall be responsible for paying all electricity costs related to its occupancy of the Premises (including, but not limited to, all costs of the separately metered HVAC).

ARTICLE II. PREMISES

2.1 Additional Rights and Limitations. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord complete with the Landlord's Work described in Exhibit C hereto attached (the "Work Letter"). The lease of the Premises includes the right, together with other tenants of the Building (as defined in Section 1.1) and members of the public and subject to the rules and regulations promulgated by Landlord hereunder, to use the common and public areas of the Building, but includes no other rights not specifically set forth herein. The lease of the Premises does not include the right to use the roof of the Building, nor does this Lease grant any right to light or air over or about the Premises or Building, except as may be necessary for the intended use and enjoyment of the Outdoor Seating Area as contemplated by this Lease. Tenant's employees shall not use any of the parking spaces designated for use by visitors only.

2.2 Condition of the Premises. Except for performance of Landlord's Work as described and set forth in Exhibit C and as otherwise expressly set forth herein, Tenant accepts the Premises in "as is" condition for the Lease Term. By occupying the Premises, Tenant: (a) acknowledges that it has had full opportunity to examine the Building, including the Premises, and is fully informed, independently of Landlord or Landlord's Agents, as to the character, construction and structure of the Building and the Premises, and (b) except as provided in this Section 2.2, accepts the Premises and acknowledges the Premises comply with all requirements imposed upon Landlord under this Lease. Upon delivery of possession, Tenant will inspect the Premises and give Landlord prompt written notice of contended

defects in the Landlord's Work (as defined in Exhibit C), and of any contended variances of the Landlord's Work from the requirements of this Lease. Tenant's failure to give such notice, or specify any defect or variance in such notice, is a waiver of all rights with respect to such defects or variances.

2.3 Signs. The Landlord and Tenant acknowledge that signage for the entire Project is governed by a site plan amendment filed with Arlington County, and Landlord must apply for any modifications to the site plan. Landlord will review any proposed signage and, if approved, Landlord will apply for site plan approval. Tenant shall pay for any and all costs related to a site plan amendment for the purpose of changing the signage. Without the prior written consent of Landlord, Tenant may not erect or install on the exterior of the Building, on any window, or in any lobby, hallway or door therein located, any sign or other type display. At Tenant's cost, Landlord will provide and install, in the standard graphics for the Building all letters or numerals on doors of the Premises, and Tenant may not use any other signage or lettering without Landlord's prior written consent. Notwithstanding the foregoing, subject to all applicable laws and ordinances and site plan approval, Tenant may install exterior signage, lighting, awnings and other branding at the Premises, at its sole cost and expense, with Landlord's prior written approval as to location, size and appearance, said approval being herein evidenced by attachment of approved signage and branding plans as Exhibit "C-2" hereto (the "Approved Branding").

2.4 Net Rentable Area. The term "Net Rentable Area" is as determined using the Greater Washington, D.C. Association of Realtors' Standard Method of Measurement (GWDCAR, June 13, 1995). The Net Rentable Area of the Premises includes a portion of the to-be-built hallway between the lobby and the entrance to the Premises. Tenant hereby acknowledges receipt of the space plan attached hereto as Exhibit A, and represents that the Net Rentable Area and dimensions of the Premises as shown on the attached plan are acceptable to Tenant.

2.5 Relocation. Intentionally Deleted.

ARTICLE III. COMMENCEMENT DATE

3.1 Commencement Date. (a) After the Commencement Date and Rent Commencement Date are ascertained, Landlord and Tenant shall execute a certificate, in the form of Exhibit D hereto, which certificate shall set forth the Net Rentable Area of the Premises, the Base Rent for the Lease Term, the Tenant's Share,

the Commencement Date, the Rent Commencement Date and the Termination Date of this Lease.

(b) Landlord shall use commercially reasonable efforts to deliver the Premises to Tenant with the Landlord's Work (as defined on Exhibit C) substantially completed, with only minor punch list items, the completion of which will not interfere with Tenant's Work (the "Delivery Date") within ninety (90) days following the receipt by Landlord of necessary permits for the construction of Landlord's Work. The Landlord will take all commercially reasonable steps to timely obtain all necessary permits to complete Landlord's Work. Landlord and Tenant further acknowledge that the punch list items related to Landlord's Work shall be completed in all respects within thirty (30) days following Landlord's receipt of Tenant's list of outstanding punch list items of Landlord's Work. In the event Landlord fails to substantially complete the Landlord's Work by the date that is one hundred fifty (150) days following the receipt of necessary permits by Landlord, and provided such delay is not caused by Tenant or Tenant's contractors, then the Rent Commencement Date shall be extended one (1) day for every day after said one hundred fifty (150) day period until delivery is made by Landlord and Tenant shall have the option, exercised by delivery of written notice to Landlord, to either: (i) access the Premises and complete the Landlord's Work, it being agreed that the reasonable cost incurred by Tenant in completing the Landlord's Work shall be paid by Landlord to Tenant within thirty (30) days following Landlord's receipt of Tenant's paid invoices from contractors who performed work in the Premises, accompanied by full and complete lien waivers from such contractors; or (ii) terminate this Lease by giving written notice to Landlord. Except as set forth above, if Landlord does not deliver possession of the Premises in the condition required by this Lease by any date scheduled or targeted as the Delivery Date, Landlord shall not have any liability whatsoever to Tenant on account of such failure to deliver possession of the Premises to Tenant. However, under such circumstances, unless such delay is caused solely by Tenant or Tenant's contractors, the Delivery Date shall be postponed until Landlord has substantially completed Landlord's Work (as defined in Exhibit C) and possession of the Premises is delivered to Tenant.

(c) If permission is given to Tenant to access the Premises prior to the Delivery Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, other than for the payment of Rent. If Landlord grants Tenant early access to the

Premises, the Tenant will not interfere with Landlord's construction of the Landlord's Work.

(d) Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant acknowledge that this Lease is contingent on Tenant's receipt of all use and occupancy permits required for Tenant to occupy and use the Premises and the Outdoor Seating Area as a bakery and/or restaurant. Landlord and Tenant acknowledge that Tenant's signage may not be approved by Arlington County until the end of November 2007. Tenant hereby agrees to use all commercially reasonable efforts to obtain all such permits and licenses, which commercially reasonable efforts shall include: (i) the submission of plans and an application for a permit at Tenant's sole cost and expense, within sixty (60) days following the Commencement Date; and (ii) diligent efforts to obtain all such permits following the submission of Tenant's plans and application. If Tenant is unable to obtain said permits by July 1, 2008, Tenant shall notify Landlord in writing and Landlord shall (at its option) have until September 30, 2008 to attempt to obtain the required permits on Tenant's behalf, it being agreed that Landlord's efforts to obtain the permits shall be at Tenant's reasonable cost and expense, if successful. If Landlord is unable or unwilling to obtain the required permits on Tenant's behalf, then either party shall have the option to terminate this Lease by delivering written notice of such termination to the other party not later than October 31, 2008. If all occupancy and use permits are not received within eighteen (18) months of the Commencement Date, either party can terminate this Lease.

(e) Notwithstanding any provision hereof to the contrary, in the event that the Rent Commencement Date has not occurred within three (3) years of the date of the execution of this Lease by all parties hereto, then this Lease shall automatically terminate and be without further force and effect. The parties acknowledge that the terms of the foregoing sentence are included herein for the purposes of ensuring that this Lease comply with the common law Rule Against Perpetuities, as the same is recognized under Virginia law, and in no way is said three (3) year period intended as an estimate of the expected timing of the Rent Commencement Date.

3.2 Holding Over. Unless the parties have agreed in writing to the contrary prior to the date of expiration or termination of the Lease Term or any applicable Option Term, if Tenant shall not immediately surrender the Premises on the date of the expiration or earlier termination of the Lease Term or any applicable Option Term, then Tenant shall be deemed to be holding

over on a month-to-month basis at Base Rent equal to 150% of the Base Rent payable hereunder during the month immediately preceding the expiration or termination date for the first (2) months that Tenant is holding over. Beginning on the first day of the third (3rd) month that Tenant is holding over, the Base Rent will be equal to two hundred percent (200%) of the Base Rent payable hereunder during the month immediately preceding the expiration or termination date or any applicable Option Term. Such Base Rent shall be computed by Landlord on a monthly basis and shall be payable by Tenant on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated by Tenant. Landlord's acceptance of such increased Base Rent from Tenant shall not in any manner impair or adversely affect Landlord's right to evict Tenant from the Premises upon thirty (30) days prior written notice. The aforementioned increased Base Rent during hold over shall constitute liquidated damages for such holding over by Tenant; provided, that if Tenant fails to timely surrender the Premises after receipt of 30-days notice of termination of its month-to-month tenancy under this Section 3.2, Landlord shall thereafter be entitled to any and all applicable damages in equity or at law.

ARTICLE IV. RENT

4.1 Payment. Tenant shall pay to Landlord (2111 Wilson Boulevard, Inc., its successors or assigns) in advance on or before the Rent Commencement Date and on the first day of each month during the Lease Term thereafter, in legal tender of the United States of America, without any demand, set-off or deduction (except as otherwise expressly set forth herein), at the office of Landlord in c/o LPC Commercial Services, Inc., 2111 Wilson Boulevard, Suite 225, Arlington, VA 22201 or at such place or to such of Landlord's Agents from time to time designated by not less than 30 days prior written notice, Rent comprised of Base Rent and Additional Rent (defined in Section 4.5). If Landlord shall at any time accept rent after it shall have become due and payable, such acceptance shall not excuse a delay upon subsequent occasions or construe or be construed as a waiver of any of Landlord's rights hereunder. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Base Rent or Additional Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent, or pursue any other remedies available to Landlord.

4.2 Base Rent and Sales Reports. (a) Tenant shall pay (with or without receipt of a written statement from Landlord) the Base Rent (as defined in Sections 1.4 and 1.7 hereof) in advance, promptly upon the Rent Commencement Date and on the first day of every month of the Lease Term thereafter. If the initial or final month is less than a full calendar month, the Base Rent for such month will be reduced proportionately.

(b) Tenant shall deliver to Landlord, not later than sixty (60) days after the end of each calendar year during the Term, or any applicable Option Term, sales reports in Tenant's prototypical format which show the monthly sales of Tenant's business for the immediately preceding calendar year.

4.3 Tenant's Share of Operating Costs.

(a) "Operating Costs" means, for any calendar year, the sum of all expenses, costs and disbursements of every kind and nature that Landlord pays or becomes obligated to pay in connection with the ownership, management, operation and maintenance of the Building, the related parking facilities, and the land upon which the Building is situated (the "Land"), including but not limited to: all management office expenses; all applicable sales and use taxes; expenses incurred for heat, cooling and other utilities in the common areas; cost of insurance; cost of janitorial and cleaning service provided to the common areas; trash collection and recycling services; pest control; concierge, lobby, or security service (if any); salaries, wages and other personnel costs of engineers, superintendents, watchpersons, and all other employees of the Building, including any sales tax imposed upon their service; charges under maintenance and service contracts for elevators, chillers, boilers and controls; window cleaning; building and grounds maintenance; parking lot maintenance; management fees; permits and licenses; all maintenance and repair expenses and supplies, including replacement and disposal of fluorescent light bulbs and ballasts in Building standard lighting fixtures; costs (including reasonable finance charges) of improvements to the Building, equipment or capital items that are designed and implemented primarily to increase safety, improve energy efficiency or expand telecommunications service; the cost of replacing existing equipment or systems or other costs incurred for the purpose of complying with the directives of a public or quasi-public entity or authority; costs of complying with all governmental regulations in the common areas, including compliance with Title III of the Americans With Disabilities Act of 1990 ("ADA") or any other Virginia statute regarding barriers (the Landlord hereby represents that it has

not received any violation notices regarding ADA from any governmental agency); owner's association assessments applicable to the Building or Land; and all other costs and expenses properly incurred in the operation and maintenance of an mixed use office and retail building. "Operating Costs" shall not include: Real Estate Taxes (defined in Section 4.4); the cost of alterations to other rentable spaces in the Building; lease commissions; payment of principal and interest on mortgages; electrical or other utility costs provided to individual tenant premises to the extent that Tenant pays the supplier or Landlord directly (and not as part of Operating Costs) for the cost of such electrical or other utility costs provided to the Premises pursuant to the terms of this Lease; the cost of janitorial and cleaning service provided to individual tenant premises; and the costs to Landlord of any work or service performed for any tenant at the cost of such tenant.

(b) The initial Operating Costs (the "Initial Basic Operating Costs") to be used in calculations regarding Excess Operating Costs (defined below) are the actual Operating Costs for the calendar year 2008 (the "Base Year").

(c) In addition to Base Rent, for each calendar year (or partial year) during the Lease Term, commencing on the first (1st) day of the second Lease Year, Tenant shall pay as Additional Rent, Tenant's Share of the amount by which the Operating Costs for such calendar year exceed the Initial Basic Operating Costs (such excess hereinafter referred to as "Excess Operating Costs") as follows:

(i) Within one hundred fifty (150) days following the last day of each calendar year during the Lease Term, Landlord will provide Tenant with a statement of estimated Excess Operating Costs for the upcoming or current calendar year, as applicable (based upon Landlord's reasonable estimate of anticipated costs). Beginning on the first (1st) day of the second Lease Year and continuing throughout the Lease Term, Tenant shall pay in equal monthly installments, based on Landlord's most recent estimate, Tenant's Share of estimated Excess Operating Costs. If Landlord reasonably determines that the Excess Operating Costs are greater than Landlord's initial estimate thereof, then Landlord may deliver to Tenant not more than once during any calendar year, a revised estimate of Tenant's Share of Excess Operating Costs. Tenant shall pay to Landlord within thirty (30) days of notification of the revised amount, the difference between the previous estimate and the revised estimate for the expired portion of the current calendar year. Monthly installments of Tenant's Share of Excess Operating

Costs will be increased for the months following Tenant's receipt of the revised estimate to one-twelfth ($\frac{1}{12}$) of the revised estimate of Tenant's Share of Excess Operating Costs. If Tenant is obligated to pay Additional Rent pursuant to the terms of this Section 4.3 for any period which is less than a full calendar year, for the purposes of determining Tenant's Additional Rent obligations under this Section 4.3 with respect to such partial calendar year, the estimated Operating Costs applicable to the full calendar year of which such partial year is a part shall be pro-rated on a per diem basis and compared to a similarly pro-rated portion of the Initial Basic Operating Costs for the Base Year in order to determine Tenant's Share of Excess Operating Costs, and such amount shall be payable in equal monthly installments during such partial calendar year.

(ii) Not more than one hundred fifty (150) days following the last day of each calendar year during the Term (which obligation shall survive the expiration or early termination of the Lease Term), Landlord will use its best efforts to provide Tenant with a written comparison of the amount of Tenant's Share of estimated Excess Operating Costs paid for the preceding calendar year (or partial calendar year) to Tenant's Share of Excess Operating Costs actually incurred by Landlord for such calendar year. If the amount of Tenant's Share of estimated Excess Operating Costs paid by Tenant for such prior calendar year (or partial calendar year): (A) exceeds the Tenant's Share of actual Excess Operating Costs, Landlord will give Tenant a credit in such amount against current payments of Additional Rent applicable to Excess Operating Costs (or if in the last year of the Lease Term, refund the excess), (B) is less than Tenant's Share of actual Excess Operating Costs, Tenant shall pay Landlord, as Additional Rent, the difference within thirty (30) days following Tenant's receipt of such written comparison. Any delay or failure of Landlord in billing any Excess Operating Cost escalation shall not be construed as a waiver of and shall not impair the continuing obligation of Tenant to pay such escalation; provided, that if Landlord fails to bill Tenant for any portion of Tenant's Share of Excess Operating Costs within fifteen (15) months following the calendar year in which the applicable expense was incurred, Tenant shall have no obligation to pay any sum toward such expense.

(d) The Building is part of a certain project (the "Project") consisting of Colonial Place I, II and III, located at 2101, 2111 and 2107 Wilson Boulevard, Arlington, Virginia. Landlord may, at its reasonable option, contract for services, or incur certain Operating Costs, on a Project-wide basis, the costs

of which shall be fairly allocated by Landlord (based on square footage of the buildings) between the respective buildings.

(e) Operating Costs for the Base Year and for any calendar year during which the Building is not ninety-five percent (95%) leased, shall be determined by Landlord in its commercially reasonable discretion, based upon the amount that such Operating Costs would be if the Building were at least ninety-five percent (95%) leased.

4.4 Tenant's Share of Real Estate Taxes.

(a) "Real Estate Taxes" means all general and special real estate taxes, special assessments, including Arlington County Business, Professional, and Occupational License Tax ("BPOL"), any state or local business personal property tax, and other ad valorem taxes, levies and assessments (net of any refund) paid upon or in respect of the Building, the Land (together with the Building, the "Real Property"), or the rents therefrom, and all taxes or other charges imposed if and to the extent in lieu of any such taxes, including reasonable or customary fees of counsel and experts incurred by, or reimbursable by, Landlord in contesting any such taxes or in seeking any reduction in the assessed valuation of the Building or the Land or a judicial review thereof. If any such application or review results in a refund on account of any prior assessment, after payment of reasonable expenses incurred in connection therewith (whether by Landlord, Tenant or other tenants of the Building), and after recalculation of Excess Real Estate Taxes if the Base Year has been affected, and if Tenant is not in Default hereunder, Landlord will promptly (i.e., within thirty (30) days) reimburse Tenant Tenant's proportionate share of the refund applicable to the Lease Term. Any determination whether or not to appeal or seek a reduction in Real Estate Taxes shall be in Landlord's sole and absolute discretion. Notwithstanding the foregoing, "Real Estate Taxes" does not include: (i) any interest or penalties paid by or imposed upon Landlord as a result of Landlord's failure to pay Real Estate Taxes when due and payable, or (ii) any net income, franchise or capital gains tax, inheritance tax or estate tax imposed or constituting a lien upon Landlord or all or any part of the Real Property.

(b) The "Initial Real Estate Taxes" (herein so called) to be used in calculations regarding Excess Real Estate Taxes (defined below) are the actual Real Estate Taxes for the calendar year 2008 (determined consistent with the terms of subparagraphs (d) and (e) below). If Landlord obtains any subsequent reduction in Real Estate Taxes attributable to the Base Year, the Excess Real

Estate Taxes, as defined in Section 4.4(c), shall be recomputed for the entire Lease Term using the new Base Year amount, and the parties shall pay all applicable adjustments within thirty (30) days after delivery of such re-computation.

(c) In addition to Base Rent, for each calendar year (or partial year) during the Lease Term, commencing on the first (1st) day of the second Lease Year, Tenant shall pay as Additional Rent, Tenant's Share of the amount by which the Real Estate Taxes for such calendar year exceed the Initial Real Estate Taxes (such excess hereinafter referred to as "Excess Real Estate Taxes") as follows:

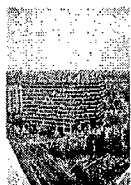
(i) Within one hundred fifty (150) days following the last day of each calendar year during the Lease Term, Landlord will provide Tenant with a statement of estimated Excess Real Estate Taxes for the upcoming or current calendar year, as applicable (based upon Landlord's reasonable estimate of anticipated Real Estate Taxes). Beginning on the first (1st) day of the second Lease Year and continuing throughout the Lease Term, Tenant shall pay in equal monthly installments, based on Landlord's most recent estimate, Tenant's Share of the estimated Excess Real Estate Taxes. If Landlord reasonably determines that the Excess Real Estate Taxes are greater than Landlord's initial estimate thereof, then Landlord may deliver to Tenant not more than once during any calendar year, a revised estimate of Tenant's Share of Excess Real Estate Taxes. Tenant shall pay to Landlord within twenty (20) days of notification of the revised estimate, the difference between the previous estimate and the revised estimate for the expired portion of the current calendar year. Monthly installments of Tenant's Share of Excess Real Estate Taxes will be increased for the months following Tenant's receipt of the revised estimate to one-twelfth ($\frac{1}{12}$) of the revised annualized estimate of Tenant's Share of Excess Real Estate Taxes. If Tenant is obligated to pay Additional Rent pursuant to the terms of this Section 4.4 for any period which is less than a full calendar year, for the purposes of determining Tenant's Additional Rent obligations under this Section 4.4 with respect to such partial calendar year, the estimated Real Estate Taxes applicable to the full calendar year of which such partial year is a part shall be pro-rated on a per diem basis and compared to a similarly pro-rated portion of the Initial Real Estate Taxes for the Base Year in order to determine Tenant's Share of Excess Real Estate Taxes, and such amount shall be payable in equal monthly installments during such partial calendar year.

(ii) Not more than one hundred fifty (150) days following the last day of each calendar year during the Term (which obligation shall survive the expiration or early termination of the Lease Term), Landlord will use its best efforts to provide Tenant with a written comparison of the amount of the Tenant's Share of estimated Excess Real Estate Taxes paid for the immediately preceding calendar year (or partial calendar year) to Tenant's Share of Excess Real Estate Taxes actually incurred by Landlord for such calendar year. If the amount of the Tenant's Share of estimated Excess Real Estate Taxes paid by Tenant for such prior calendar year (or partial calendar year): (A) exceeds Tenant's Share of actual Excess Real Estate Taxes, Landlord will give Tenant a credit in such amount against current payments of Additional Rent applicable to Excess Real Estate Taxes (or if in the last year of the Lease Term, refund the excess), (B) is less than Tenant's Share of actual Excess Real Estate Taxes, Tenant shall pay Landlord, as Additional Rent, the difference within twenty (20) days following Tenant's receipt of such written comparison. Any delay or failure of Landlord in billing any Excess Real Estate Tax escalation shall not be construed as a waiver of and shall not impair the continuing obligation of Tenant to pay such escalation; provided, that if Landlord fails to bill Tenant for any portion of Tenant's Share of Real Estate Taxes within fifteen (15) months following the calendar year in which the applicable expense was incurred, Tenant shall have no obligation to pay any such amount.

(d) The Building is part of a certain project (the "Project") consisting of Colonial Place I, II and III, located at 2101, 2111 and 2107 Wilson Boulevard, Arlington, Virginia. Landlord may, in its reasonable discretion, apportion all Real Estate Taxes for the Project among the three (3) buildings on a pro rata basis.

(e) Real Estate Taxes for the Base Year and for any calendar year during which the Building is not ninety-five percent (95%) leased, shall be determined by Landlord in its commercially reasonable discretion, based upon the amount that such Costs would be if the Building were fully stabilized at ninety-five percent (95%) occupancy.

4.5 Rent Definition. The term "Rent" includes, without limitation, (a) Base Rent; (b) Tenant's Share of Operating Costs, (c) Tenant's Share of Real Estate Taxes; and (d) all other amounts payable by Tenant to Landlord (whether or not the same are specifically referred to herein as "Additional Rent"). Items (b), (c) and (d) above may sometimes herein be referred to individually or collectively as "Additional Rent".



Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to Landlord as Rent shall constitute rent for the purpose of Section 502(b)(7), as it may be amended of the Federal Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code").

4.6 Other Impositions. In addition to all other obligations and liabilities of Tenant to Landlord, Tenant shall: (a) reimburse Landlord for any increase in ad valorem taxes that Landlord becomes obligated to pay, and (b) pay all license and permit fees and all taxes levied or assessed by governmental authorities by virtue of: (i) any leasehold improvements to the Premises, (ii) Tenant conducting business or operating the Premises, or (iii) Tenant's personal property at the Premises, and (c) pay Landlord the amount of any interest or penalties in connection with the foregoing unless caused by the fault of Landlord.

4.7 Audit Rights. At any time within ninety (90) days of Landlord's delivery of the aforesaid year end reconciliation statement regarding Operating Costs and/or Real Estate Taxes (but not more than once per year), Tenant may provide written notice to Landlord of its desire to inspect or cause to be inspected Landlord's records pertaining to such Operating Costs and/or Real Estate Taxes assessed by Landlord as set forth in such Landlord's statement. Landlord or its agents shall produce said records at Landlord's offices within thirty (30) days' of Landlord's receipt of said written notice from Tenant. Tenant must commence its audit within ten (10) business days following the date of notice that such records are available at Landlord's offices and complete the same within five (5) business days of the date commenced. If Tenant's audit shall disclose an over-billing by Landlord (and commensurate overpayment by Tenant) of the amount actually owed for such period, Landlord shall promptly credit the amount of such overpayment against Tenant's next due installment of Operating Costs (or, if at the end of the Lease Term, reimburse the same to Tenant within thirty (30) days). The results of such audit shall be kept confidential by Tenant and its Auditor. Tenant shall not reveal the results of such audit to any other tenant or occupant of the Project, except as necessary in connection with court order or other legal proceedings or in connection with Tenant's enforcement of this Lease.

ARTICLE V. UTILITIES AND SERVICES

5.1 Utility Service to the Premises. (a) Tenant shall, throughout the Lease Term and any extensions thereof, pay for all

utilities including heat, electricity, water, gas and sewer charges, etc. supplied to the Premises. Landlord and Tenant shall, in accordance with Exhibit "C" and Exhibit "C-1", respectively, be responsible for applicable meter installation, connection, impact and tap charges. In addition, Landlord retains the right to inspect the Premises from time to time upon reasonable prior notice, but not during the hours of 11:00 a.m. to 5:00 p.m. ("peak hours") to ascertain that all of Tenant's electric consumption is metered. All utilities serving the Premises shall be separately metered and the amount of such charges shall be determined by reference to said meters or sub-meters and billed by the applicable utility company providing such services.

(b) Tenant's use of electricity in the Premises may not at any time exceed the capacity of the electrical conductors and equipment serving the Premises as described in Exhibit "C-1" attached hereto.

(c) Landlord has advised Tenant that Dominion Virginia Power ("Electric Service Provider") is the utility company selected by Landlord to provide electric service for the Building. Notwithstanding the foregoing, if permitted by law, Landlord has the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies (but not Landlord) providing electric service (each such company is hereafter referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider. Tenant will reasonably cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider, and, as reasonably necessary, shall allow Landlord, Electric Service Provider and any Alternate Service Provider reasonable access to the electric lines, feeders, risers, wiring, and any other machinery within the Premises, but never during peak hours unless in connection with a bona fide emergency. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability will constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any abatement or diminution of Rent.

5.2 Heat and Air-Conditioning. Landlord will furnish or cause to be furnished to the common areas of the Building Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. (but, not on Sunday, legal holidays or days Landlord designates for holiday observance) heat or air-conditioning at reasonable temperatures as determined by Landlord. Landlord shall also provide those HVAC services and equipment required as a part of Landlord's Work (including, without limitation, rooftop and other Building modifications) as set forth in Exhibit "C" and Exhibit "C-1" attached hereto. Tenant will be responsible, at its sole cost, for maintenance of the HVAC system and equipment exclusively serving the Premises.

5.3 Water. Except as otherwise required by Exhibit "C-1", Landlord will furnish or cause to be furnished to the common areas water from the Arlington County mains for drinking, lavatory (including warm water at reasonable temperatures as determined by Landlord) and toilet purposes. Tenant will not install any equipment in the Premises that uses water without Landlord's prior written consent. Tenant will not waste or permit the waste of water.

5.4 Cleaning. Tenant shall be solely responsible for cleaning the Premises, and shall perform such cleaning, at its sole cost and expense, on a regular basis. Landlord shall not be obligated to provide any cleaning or janitorial services with respect to the Premises.

5.5 Elevator Service. Landlord will furnish or cause to be furnished 24 hours per day, seven (7) days per week (with at least one elevator subject to call at all times) normal passenger elevator service for Landlord, tenants and visitors of the Building. Landlord may, from time to time, as Landlord shall determine, take elevators out of service to perform maintenance, except that no elective service shall be performed during peak hours without Tenant's prior consent, such consent not to be unreasonably withheld. Without limitation of the foregoing, elevator service shall be available from the Garage (as defined in Exhibit "E") on weekends. Tenant hereby acknowledges that Landlord is currently engaged in an elevator modernization program for Colonial Place I that will modernize the current elevators to improve reaction time and speed. The project involves taking one elevator at a time out of service for a period of at least twelve (12) weeks each and will last through December, 2008. The foregoing modernization program will not be considered a Landlord Default under this Section 5.5 and no consent from Tenant shall be required.

5.6 No Liability. Interruption or malfunction of any utility, telephone or other service shall not constitute a breach by Landlord, nor shall it cause an eviction or disturbance of Tenant, release Tenant from any obligation hereunder, or grant Tenant any right to an offset against rent or rent abatement, and neither Landlord nor Landlord's Agents are liable for damages (consequential or otherwise). Notwithstanding the foregoing, if there is an interruption in utility service to the Premises, which failure: (i) interferes with Tenant's use of the Premises or any material part thereof, (ii) is due to the negligence of Landlord, its employees, agents or contractors, or is capable of being remedied by Landlord by the exercise of commercially reasonable efforts (as opposed to being outside of Landlord's control), and (iii) continues for at least twenty-four (24) consecutive hours, then the Monthly Base Rent shall abate for the full period of such interruption, to the extent the Premises are rendered unusable by such interruption of utilities or services.

5.7 Security/Access. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Tenant's access to the Building and common areas shall be, except as otherwise set forth in this Lease, subject to all security measures as Landlord shall reasonably undertake with respect to the Building, which security measures may include a Kastle Key access system for use outside of normal Building operating hours (except that such system may not prevent or materially interfere with access to the Premises during Tenant's operating hours), and a lobby attendant during normal office hours.

5.8 Landlord's Maintenance. Landlord shall maintain and repair the exterior walls and roof of the Building, the structural elements of the Building (which shall include stairs, and entry doors of the Building and Tenant's storefront) and the base Building mechanical systems (which shall include electrical, water lines and other plumbing, elevators, fire safety systems and Building security) and Landlord shall maintain the common areas of the Building. It is expressly agreed that Tenant's signage (including Tenant's awning) shall be maintained, repaired and replaced by Tenant at its sole cost and expense in accordance with the requirements of this Lease.

ARTICLE VI. TENANT'S CARE OF PREMISES

6.1 Waste. Neither Tenant nor Tenant's Agents will commit detrimental waste or material nuisance and will keep the Premises and the fixtures therein in good repair, normal wear and tear, casualty and condemnation excepted. During the Lease Term, Tenant shall, at its own cost and expense, clean, repair, maintain and

replace Tenant's storefront and the interior of the Premises and any improvements, equipment and fixtures therein, including without limitation, all interior and exterior doors, door jambs and frames, locks and hardware, and all interior and exterior windows, window casings and sills, all interior walls, floors, coverings and ceilings, all interior painting and decorating of the Premises, replacement of approved signs, repairs, maintenance and replacements of all electrical and plumbing systems (including, without limitation, kitchen and bathroom fixtures and equipment and the unstopping of any drains or toilets in the Premises), interior and exterior heating, ventilating, and air conditioning equipment and systems that exclusively serve the Premises, so as to keep them in good condition and repair, in compliance with the requirements from time to time of all governmental authorities having jurisdiction, and lighting and other fixtures and equipment inside the Premises whether or not they were initially installed at Landlord's expense. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class workmanlike manner, by reputable contractor(s) selected by Tenant in its reasonable judgment. Notwithstanding the foregoing, Tenant shall bear the cost of, but shall not itself perform any such repairs which would (i) affect the structure or mechanical or electrical systems of the Building in which the Premises are located, or (ii) which would be visible from the exterior of the Building or from any interior common area of the Building. Tenant shall not have access to the roof of the Building for any purpose whatsoever, except in service of any HVAC systems and equipment exclusively serving the Premises actually located on the roof, which access shall be made through or in coordination with Landlord's roofing contractor and in compliance with all applicable roof warranties of which Tenant is provided written notice. If: (1) after applicable notice and opportunity to cure, Tenant fails to perform any of the foregoing repairs or maintenance to the Premises, (2) Landlord performs any of the foregoing repairs or maintenance which are to be made at Tenant's cost, or (3) any act or neglect of Tenant or Tenant's Agents results in damage to the Premises or the Building, Landlord may make such repairs or undertake such necessary maintenance, and within thirty (30) days of receipt of Landlord's invoice, Tenant shall reimburse Landlord for the cost thereof (plus Landlord's overhead cost of fifteen percent (15%) of the cost) as Additional Rent. In furtherance of the above, Tenant will obtain a maintenance, repair and service contract on the HVAC system serving the Premises, said contract to be on reasonable and customary terms and with a reputable and properly licensed company. Tenant shall promptly place all of its refuse in the trash receptacles provided for this purpose and shall not allow same to accumulate within the Premises or anywhere in the common areas. Tenant shall not, at any time, transport or handle

trash or refuse in any of the interior common areas of the Building. It is understood and agreed that all property of Tenant kept, stored or maintained in the Premises or the Project shall be at the sole risk of Tenant. Tenant agrees at its sole cost and expense to comply with all present and future laws regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall repair at its expense, any and all damage caused by Tenant or Tenant's Agents to the Building, the Premises and Tenant's property, including equipment within and serving the Building in which the Premises are located, ordinary wear and tear excepted. Tenant will not deface or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant. Tenant will reasonably participate in any Landlord-required recycling program.

6.2 Compliance with Law. Tenant, at its cost and expense, will observe and comply promptly with all present and future laws, ordinances (including zoning ordinances and land use requirements), regulations, orders or other legal requirements of the United States of America, the Commonwealth of Virginia, and any other public or quasi-public authority having jurisdiction over the Premises and insurance requirements as the same relate to the Premises, the condition thereof, all machinery, equipment and furnishings therein, Tenant's use and occupancy thereof, any Tenant sign, or incident to Tenant's occupancy of the Premises and its use thereof. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy or use permit for the Premises, Tenant shall obtain such permit at Tenant's own expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record.

6.3 Alterations, Additions or Improvements: Moving.

(a) Tenant's initial improvements to the Premises shall be performed in accordance with Exhibit "C" and Exhibit "C-1" attached hereto. Landlord approved plans and specifications for Tenant's initial improvements, signage, floor plan, exterior and interior branding package and Outdoor Seating Area layout, furniture and amenities are attached hereto as Exhibit "C-2" (the "Approved Plans").

(b) Except as expressly provided in this Section 6.3, Tenant may not make any alterations, improvements or other modifications to the Premises without the prior written consent of Landlord, which may be granted or withheld in the Landlord's sole and absolute discretion. Notwithstanding the foregoing, as long as the Premises is being operated as a Corner Bakery Cafe

(or under any other trade name being used by the majority of Tenant's stores within the Commonwealth of Virginia), Tenant may make alterations which are: (i) non-structural in nature, (ii) do not affect the Building's structures or systems in any way, (iii) do not in any way affect the exterior appearance of the Building, and (iv) are the result of a change in the standard prototype for the Corner Bakery Cafe, without Landlord's consent provided that Tenant notifies Landlord in writing of Tenant's intent to undertake the same prior to commencing any work related thereto, and further provided that the same are performed in accordance with the other applicable requirements of this Lease. All other approvals shall be in Landlord's reasonable discretion. For the purposes hereof, any erection, removal or relocation of walls shall be deemed to be structural in nature. Requests must be in writing and detailed to Landlord's reasonable satisfaction.

(c) Upon completion of any material alterations to the Premises resulting in a change to the floor plan or structural elements thereof, Tenant, at Tenant's cost and expense, shall provide Landlord with "as built" drawings of such alterations and the Premises. Tenant shall give Landlord at least ten (10) days' advance notice before beginning work on any such Alterations. All alterations, additions or improvements (including, but not limited to carpets, drapes and anything bolted, nailed or otherwise secured in a manner customarily deemed to be permanent, other than Tenant's trade fixtures) are fixtures, not subject to attachment of a mechanic's or materialman's lien, and will become the property of Landlord and remain in the Premises at the end of the Lease Term. All alterations, additions or improvements made in or upon the Premises, either by Landlord or Tenant in order to comply with ADA are Landlord's property upon the termination of this Lease and shall remain on the Premises without compensation to Tenant.

(d) Tenant's performance of any alterations, its obligations to maintain and repair and any moving of Tenant's furnishings, equipment or other property may be conducted only by reputable and properly licensed contractors and subcontractors. Landlord may, at Landlord's option, require that alterations involving materially disruptive noise or vibrations be performed or constructed outside of normal business hours. Tenant must maintain and cause such contractors and subcontractors to maintain insurance coverage against such risks, in such amounts as Landlord reasonably requires on a non-discriminatory basis in connection with any alterations, improvements or other modifications. Such contractors and subcontractors must provide Landlord with certificates of insurance prior to commencement of work, and such certificates shall list Landlord and its asset

manager, property manager, managing agent and any mortgagee of Landlord as additional insured. Any such alterations or other work performed in the Premises shall be performed in accordance with the reasonable construction rules and regulations established by Landlord in a non-discriminatory manner from time to time.

6.4 No Overloading or Overcrowding. Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as set forth in Exhibit "C-1". Tenant's business machines and mechanical equipment shall be installed and maintained so as not to transmit noise or vibration to the Building structure or to any other space in the Building. Tenant shall be responsible for the cost of all structural engineering required to determine structural load and all acoustical engineering required to address any noise or vibration caused by Tenant. Tenant shall not walk, nor install any item of any kind or nature, upon the roof of the Building, nor make any installments or alterations of any kind upon or through the roof or walls of the Building, without the prior written consent of Landlord, which may be withheld in Landlord's reasonable discretion; provided, that Tenant shall either utilize or coordinate necessary roof access with Landlord's roofing contractor such that Tenant shall be allowed to fulfill its maintenance obligations as to HVAC systems and equipment (and otherwise) as required by this Lease.

6.5 No Liens. Landlord's title is and always will be paramount to the title of Tenant, and Tenant will not do or be empowered to do any act which encumbers or may encumber Landlord's title or subjects the Premises or the Building or any part of either to any lien. If Tenant fails to remove or bond over any lien or encumbrance which is filed against the Premises or the Building as a result of any act or omission of Tenant or Tenant's Agents within ten (10) days of receipt of notice thereof, then Landlord may, but is not obligated to, remove such lien, and Tenant shall pay all costs of removal or bonding the lien, plus interest at the Default Rate to Landlord upon demand.

6.6 Property and Improvements at Tenant's Risk. All personal property, betterments and improvements in the Premises, and all personal property of Tenant or Tenant's Agents in the Building, parking areas or related facilities, whether owned, leased or installed by Landlord, Tenant or any other person, are at Tenant's sole risk, and neither Landlord nor Landlord's Agents will be liable for any damage thereto or loss thereof from any cause, including but not limited to theft, misappropriation, casualty, overflowing or leaking of the roof, the bursting or

leaking of water, sewer or steam pipes (including sprinklers), or from heating or plumbing fixtures. Notwithstanding the foregoing, Tenant may make a claim against any third party for negligence or willful misconduct.

6.7 Flammable, Explosive or Toxic Substances. Tenant will not use or permit in the Premises or the Building any flammable or explosive material, toxic substances, environmentally hazardous materials (as defined below) or other items hazardous to persons or property, except in accordance with applicable law.

Tenant will not use the Premises in a manner that (a) invalidates or is in conflict with fire, insurance, life safety or other policies covering the Building or the Premises, or (b) increases the rate of fire or other insurance on the Building or the Premises. If any insurance premium is higher than it otherwise would be due to Tenant's failure to comply with this section, Tenant shall reimburse Landlord as Additional Rent, that part of Landlord's insurance premiums that are charged because of Tenant's failure to comply with this provision.

6.8 Hazardous Materials Defined. "Hazardous Materials" means: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.) ("RCRA"), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" being "released" in "reportable quantity" as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) urea formaldehyde insulation; (f) "hazardous chemicals" or "extremely hazardous substances", in quantities sufficient to require reporting, registration, notification or special treatment or handling under the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), as amended from time to time and regulations promulgated thereunder; (g) any "hazardous chemicals" in levels that would result in exposures greater than those allowed by permissible exposure limits established pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et. seq.) ("OSHA"), as amended from time to time and regulations promulgated thereunder; (h) any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under Section 6, 7 or 8 of the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA") as amended from time to time and regulations promulgated thereunder; (i) any toxic or hazardous chemicals described in the Occupational Safety and Health Standards (29 C.F.R. 1910.1000-1047) in levels which would result

in exposures greater than those allowed by the permissible exposure limits pursuant to such regulations; (j) medical wastes; and (k) anything defined as hazardous or toxic under any now existing or hereinafter enacted statute.

6.9 Environmental Compliance. (a) Tenant will not use or permit the Premises to be used in violation of any Environmental Regulations (as defined below). Tenant assumes sole and full responsibility for, and will remedy at its cost, all such violations by Tenant, its agents, officers, employees, contractors, assigns, sublessees or licensees, provided that Tenant must first obtain Landlord's written approval of any remedial actions, which approval Landlord may not unreasonably withhold. Tenant will not use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, under or about the Premises, any Hazardous Materials, nor will Tenant permit or allow any third party to do so, without Landlord's prior written consent. The foregoing shall not preclude Tenant from using materials commonly used in a bakery/restaurant setting, provided that Tenant properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers instructions with respect thereto. Landlord's election to conduct inspections of the Premises is not approval of Tenant's use of the Premises or any activities conducted thereon, and is not an assumption by Landlord of any responsibility regarding Tenant's use of the Premises or Hazardous Materials. Tenant's compliance with the terms of this Section 6.9 and with all Environmental Regulations is at Tenant's sole cost. Tenant will pay or reimburse Landlord for any costs or expenses reasonably incurred by Landlord, including reasonable attorney's, engineers', consultants' and other experts' fees and disbursements incurred or payable to determine, review, approve, consent to or monitor the requirements for compliance with Environmental Regulations, including, without limitation, above and below ground testing. Landlord and Landlord's Agents are hereby authorized to enter upon the Premises for such purposes in the event credible evidence of the need for such entry exists, upon reasonable prior notice and, except in the event of emergency or material threat to health or safety, at times other than peak hours. Tenant will supply Landlord with such historical and operational information regarding the Premises as may be in Tenant's actual possession and reasonably requested by Landlord, including without limitation, any reports Tenant is required to be filed with governmental agencies, to facilitate site assessment, and will make reasonably available for meetings with Landlord or Landlord's Agents, appropriate personnel having knowledge of such matters. If Tenant fails to comply with the provisions of this Section 6.9, or if Landlord receives credible notice or

information asserting the existence of any Hazardous Materials unlawfully within the Premises, Landlord has the right, but not the obligation, without in any way limiting Landlord's other rights and remedies, to enter upon the Premises or to take such other actions Landlord deems necessary or advisable to clean up, remove, resolve, or minimize the impact of any Hazardous Materials on or affecting the Premises, subject to the other terms and conditions of this paragraph. Tenant shall pay to Landlord on demand as Additional Rent all reasonable costs and expenses paid or incurred by Landlord in the exercise of any such rights. Tenant will notify Landlord in writing, immediately upon the discovery, receipt of written notice (from a governmental authority or other entity) or reasonable grounds to suspect, by Tenant or Tenant's Agents, the presence in the Premises or the Building of any Hazardous Materials or conditions that result in a violation of or could reasonably be expected to violate this Section 6.9, together with a reasonable description thereof. "Environmental Regulations" means any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time. Landlord hereby represents and warrants and covenants that the Premises shall be free of Hazardous Materials and shall comply with all Environmental Regulations as of the Delivery Date.

(b) Landlord agrees to correct any violations of the Environmental Regulations with respect to the common areas and the Premises to the extent such violations were caused solely by Landlord.

6.10 ADA Compliance. Nothing contained in this Lease is intended to prevent or prohibit compliance by either party with ADA nor is any provision of this Lease intended to violate Title II of the Americans With Disabilities Act of 1990 ("ADA") or any other Virginia statute regarding barriers, and any provision that does so is hereby modified to allow compliance or deleted as necessary. Tenant shall, at its sole cost and expense, be responsible for insuring that the interior of the Premises and all Tenant improvements performed by Tenant complies with the ADA throughout the Lease Term and any applicable Option Term. Landlord shall, at its sole cost and expense, be responsible for insuring that the structural and exterior portions of the Premises and all of Landlord's Work (as contemplated by Exhibit "C-1" attached hereto) complies with the ADA throughout the Lease Term and any applicable Option Term. Tenant hereby indemnifies

Landlord, Landlord's Agents, its affiliates, agents, officers, employees and contractors, for all costs, liabilities and causes of action occurring or arising as a result of Tenant's failure to comply with ADA or as a result of any violation of ADA by Tenant or Tenant's Agents, and, at Landlord's option, Tenant will defend Landlord, Landlord's Agents, its affiliates, agents, officers, employees and contractors, against all such costs, liabilities and causes of action. The Landlord shall be responsible, subject to any reimbursement pursuant to Section 4.3, for insuring that all common areas of the Project are ADA compliant.

6.11 Termination and Surrender. Tenant shall, upon the expiration or sooner termination of the Term hereof: (i) peaceably and quietly leave, surrender and yield up to the Landlord the Premises, free of subtenancies, broom clean and in good order and condition except for reasonable wear and tear, fire or other casualty or condemnation, (ii) surrender any keys, electronic ID cards, and other access devices to Landlord at the place then fixed for the payment of rent, (iii) deliver the Premises to Landlord free of any and all Hazardous Materials placed or permitted therein by Tenant or Tenant's Agents in violation of this Lease, and (iv) at its expense, remove from the Premises all trade fixtures, furniture, equipment and other personal property of Tenant (collectively, "Tenant's Property"), provided that Tenant shall promptly repair any damage caused by such removal. Any of Tenant's Property not so removed may, at the Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of at Tenant's sole cost and expense, without accountability, in such manner as Landlord may see fit. In the event the Tenant fails to comply with the provisions of this Section 6.11, the Tenant shall, at the option of the Landlord, be deemed to occupy the Premises after the expiration or earlier termination of the Term or any renewal thereof, and be subject to the holdover provisions of this Lease. All installments, alterations, additions, betterments and improvements (including the Improvements, as defined herein) to the Premises made by Tenant, including, without limitation, all wiring, paneling, partitions, floor coverings, lighting fixtures, and the like (other than Tenant's Property) (collectively, for the purposes of this Section 6.11, "improvements"), shall become the property of Landlord when installed and shall remain upon and be surrendered with the Leased Premises as a part thereof at the expiration or sooner termination of the Term. The provisions of this Section 6.11 shall survive any expiration or termination of this Lease.

6.12 Supplemental Systems. Tenant acknowledges that no Supplemental Systems (hereinafter defined) may be installed in the Premises except as set forth on the Approved Plans or with the express written consent of Landlord, which may be granted or withheld in the Landlord's sole and absolute discretion. In the event that: (i) there are Supplemental Systems in the Premises on the Commencement Date; or (ii) Landlord grants its consent to the installation of one or more Supplemental Systems in the Premises during the Lease Term, Landlord and Tenant agree that: (a) Tenant shall, at its sole cost and expense, be responsible for maintaining, repairing and replacing such Supplemental System(s) throughout the Lease Term; and (b) except as set forth to the contrary in Exhibit "C" or Exhibit "C-1" attached hereto, Tenant shall, at its sole cost and expense, arrange to have a separate meter installed to measure the utility usage by such Supplemental System(s), rather than tying into the Building systems. Landlord, in its sole and absolute discretion, may elect to either retain any Supplemental System(s) in the Premises at the expiration or earlier termination of the Lease Term or require the removal of the same, at the Tenant's sole cost and expense. "Supplemental Systems," as such term is used in this Section 6.12, shall mean all systems serving the Premises exclusively, rather than the Building as a whole, whether installed by Landlord or Tenant. Notwithstanding the foregoing, Landlord agrees that it shall not require the removal of Supplemental Systems installed as part of the Improvements (as defined in Exhibit "C").

ARTICLE VII. TRANSFER OF INTEREST: PRIORITY OF LIEN

7.1 Assignment and Sublease.

(a) Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent or permit anyone to occupy the Premises or any part thereof, without obtaining the prior written consent of Landlord, which consent may be withheld or granted in Landlord's reasonable discretion, except as expressly provided in subsection (d) below. In no event shall transfer of Tenant's capital stock constitute an assignment or transfer under this Lease. The consent by Landlord to any assignment, subletting or occupancy shall not be construed as a waiver or release of Tenant from liability for the performance of any covenant or obligation to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease. Landlord's consent to any assignment, subletting or

occupancy shall not be construed as relieving Tenant or any assignee, subtenant or occupant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment, subletting or occupancy. For any period during which Tenant is in Default hereunder, Tenant hereby authorizes each assignee, subtenant or occupant of the Premises to pay its rent directly to Landlord.

(b) [Intentionally deleted].

(c) Tenant may not publicly advertise the Premises for sublease or assignment by way of signage and advertisements in newspapers at a rate lower than that then being charged by Landlord for space in the Building, and may not sublease or assign to anyone who is a current tenant of the Building. Except for a proposed assignment or sublease to any affiliate or other permitted party not requiring Landlord's consent hereunder, upon Tenant's request for consent to an assignment, sale or other transfer of this Lease or sublease of any portion of the Premises, Landlord shall have the right, exercisable within twenty (20) days of Tenant's request for consent to recapture Tenant's interest in this Lease or such portion of the Premises which is the subject of such proposed sublease or assignment by termination of the Lease or Tenant's rights with respect to that portion of the Premises which is the subject of such proposed sublease or assignment. Landlord's failure to exercise the foregoing right shall not constitute a consent to the proposed assignment or sublease, but shall constitute a waiver of said right of recapture or termination. For the purposes hereof, an "affiliate" shall mean a person or entity controlling, controlled by or under common control with Tenant. Any required Tenant consent request must set forth the name and address of the prospective assignee and the non-confidential terms of the proposed assignment or sublease, and must be accompanied by the proposed form of assignment agreement and/or sublease (which sublease must terminate at lease one day prior to the Termination Date). If Landlord consents to an assignment or sublease requiring such consent, Landlord will document its consent in reasonable detail. Tenant shall pay reasonable expenses and reasonable attorneys' fees Landlord incurs in processing and documenting any request of Tenant for such consent, not to exceed \$500 in any one instance. No assignment or subletting, whether in violation hereof, approved by Landlord or permitted under this Article VII relieves Tenant from liability or the obligation to comply with the provisions of this Lease. If any excess rent is payable under an assignment or sublease over the Rent payable hereunder or any payment is made to Tenant on account of or in consideration of an assignment or sublease of Tenant's interest

hereunder, Tenant shall pay Landlord an amount equal to fifty percent (50%) of such excess rent or other payment or consideration within five (5) days of the date on which such amount is paid to Tenant; provided, that notwithstanding the foregoing, any amounts payable to Tenant under any assignment, sublease, license or other transfer which constitute consideration reasonably allocated to Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property at the Premise shall not be subject to the provisions of this Section 7.1(c), regardless of whether such amounts are payable in installments.

(d) With respect to assignments and subleases requiring Landlord's consent, Landlord will not withhold its consent to a proposed assignment or sublease of Tenant's interest hereunder provided that such proposed assignment or sublease complies with the other requirements of this Section 7.1 and the following conditions are met:

(1) Tenant is not in Default of any of its obligations under this Lease;

(2) Landlord receives at least thirty (30) days' prior written notice of Tenant's intention to assign or sublet;

(3) The proposed assignee or sublessee satisfies appropriate reasonable credit and financial standards applied by Landlord to other tenants of comparable size and is otherwise of good character and reputation and reasonably consistent in kind and character as good tenants approved for occupancy in similar buildings owned by Landlord or an affiliate of Landlord;

(4) The proposed assignee or sublessee is not a tenant, sublessee or assignee in the Project;

(5) The proposed assignee or sublessee is not an entity that may be entitled under any law to diplomatic or sovereign immunity;

(6) The proposed use of the Premises is identical to that permitted Tenant under this Lease or is otherwise a use that will, in Landlord's sole judgment, benefit and enhance the reputation of the Building or provide a desirable service or amenity for other tenants in the Building, and such proposed use will not violate or be likely to violate any other agreements affecting the Premises or the Building, and will not be likely to increase Operating Costs of the

Building or the burden on Building elevators or parking facilities beyond that incurred by Tenant or the levels of use of other tenancies in the Building;

(7) Tenant submits to Landlord sufficient information upon which Landlord can base a judgment on the above criteria including, the name, business experience, evidence of financial net worth including, without limitation, its most recent balance sheet and income statements, and business references of the proposed sublessee or assignee, a general description of the proposed transaction and the identity of any partners or principals of the proposed sublessee or assignee who may be involved in such a transaction, regardless of whether it is the intention of such parties to actively participate in the operation of the premises, and the identity of any broker entitled to a commission in respect of such proposed subletting or assignment; and

(8) Tenant shall deliver a copy of any proposed assignment or sublease with the notice referred to in subsection (3) above, which instrument shall include an assumption by the assignee, from and after the effective date of such assignment, of the performance and observance of the covenants and conditions to be performed and observed on the part of the Tenant as contained in this Lease, and (b) any such sublease shall specify that such sublease shall not be further assigned, unless in accordance with the criteria set forth herein, nor the Premises further sublet unless in accordance with the criteria set forth herein, and shall specify that the term of such sublease shall not extend beyond one day prior to the expiration of this Lease.

Landlord agrees to review any request for consent complying with the conditions hereunder and to advise Tenant of its approval or disapproval of such proposed assignment or sublease not later than thirty (30) days after receipt by Landlord of all information required under this subsection (d), upon which Landlord's decision shall be based.

7.2 Subordination. This Lease (including all rights of Tenant hereunder) is subject and subordinate to: (a) any ground lease or underlying lease (each a "Ground Lease") now or hereafter affecting the Land or the Building, (b) any mortgage, deed of trust or other indenture (each a "Mortgage") now or hereafter affecting any Ground Lease or Land, and all renewals, replacements and extensions thereof, and (c) all advances and

interest under any Mortgage. Landlord represents that there is no debt or mortgage/deed of trust on the Project at the present time and that there is no ground lease affecting the Project at the present time. This Section 7.2 is self-operative and no further instrument is required; nevertheless, Tenant agrees to execute within twenty (20) days of Landlord's written request, any commercially reasonable document required by any Mortgage holder or ground lessor to evidence such subordination, so long as such document confirms Tenant's right of non-disturbance and does not modify the terms of this Lease. Upon termination of this Lease through foreclosure of any Mortgage (or deed in lieu thereof) or if the Ground Lease is terminated, Tenant will attorn to and accept the purchaser at the foreclosure sale (or the transferee under the deed in lieu) or ground lessor as Landlord under this Lease and, upon demand, enter unto a new lease agreement with such purchaser, transferee or ground lessor for the unexpired term of this Lease at the same Rent and under the same provisions of this Lease. Notwithstanding anything to the contrary contained herein, Landlord shall use commercially reasonable efforts to deliver to Tenant prior to the granting of any future liens or ground lease or other encumbrances on Landlord's interest an executed subordination, non-disturbance and attornment agreement from each lien-holder and ground lessor intending to hold a superior interest to this Lease in the Premises on such party's customary form, which agreement shall not modify or amend the terms of this Lease and shall, at a minimum, provide that so long as Tenant is not then in Default under this Lease, its possession and quiet enjoyment of the Premises shall not be disturbed, notwithstanding any foreclosure of any lien or termination of any ground lease or exercise of any other superior interest in the Premises (an "SNDA"), and notwithstanding any other provision of this Section 7.2 to the contrary, Tenant will not be required to subordinate nor will it be deemed to have subordinated its interests under this Lease to any future lien holder or ground lessor unless Tenant receives such an executed SNDA within a reasonable period after the formation of such lien holder or ground lessor's interest in the Premises.

7.3 Notice to Lender. At any time the Premises or any portion of the Building are subject to a mortgage or deed of trust and this Lease or any portion of the Rent are assigned to a mortgagee, trustee or beneficiary, and Tenant has been provided prior written notice thereof, including the address of such assignee, Tenant shall not terminate this Lease or exercise any remedy against Landlord without first giving written notice thereof, by certified or registered mail, return receipt requested, to such assignee, specifying the default in reasonable

detail, and affording such assignee the same period of time afforded to Landlord, to perform, at its election, for and on behalf of Landlord.

7.4 Landlord Subordination. Landlord hereby agrees to execute within twenty (20) days of request any commercially reasonable agreement presented by Tenant or its lender subordinating any and all liens, statutory or otherwise, in Tenant's personal property, it being the express understanding of the parties hereto that Tenant shall have a right to lease, finance and/or grant security interests in Tenant's personal property located at the Premises.

ARTICLE VIII. DAMAGE AND DESTRUCTION: EMINENT DOMAIN

8.1 Damage and Destruction. (a) If the Building or the Premises is totally destroyed by fire, tornado or other casualty, this Lease shall automatically terminate as of the date of such destruction. If the Building, the Premises or the Outside Seating Area is so damaged that Landlord's architect certifies that rebuilding or repairs cannot reasonably be completed within three hundred sixty-five (365) days after the date of such damage, each of Landlord and Tenant may, at its option, terminate this Lease, and Rent will abate for the unexpired portion of the Lease Term effective as of the date of such casualty.

(b) If the Building, the Premises or the Outdoor Seating Area is damaged by fire, tornado or other casualty and this Lease is not otherwise terminated by either party hereto as provided for above, then Landlord shall promptly commence rebuilding or repairs and will proceed with reasonable diligence to restore the same to substantially the same condition that existed immediately prior to the casualty; provided, however, Landlord will not rebuild, repair or replace Tenant's furniture, fixtures, equipment or the Improvements. Rent shall equitably abate during the time and to the extent that the Premises are unfit for Tenant's use in the ordinary conduct of Tenant's business, which abatement will continue only until the earlier of: (a) one hundred twenty (120) days following the completion of Landlord's restoration of the Building and Premises as herein provided or (b) the completion of Tenant's Repairs. Any insurance carried by Landlord or Tenant against loss or damage to the Building or to the Premises is for the sole benefit of the party carrying such insurance and under its sole control. Neither Landlord's nor Tenant's obligation to rebuild or restore hereunder, if any, is in any way limited to the availability of insurance proceeds. If neither Landlord nor Tenant terminates this Lease under this Section 8.1 and the Landlord's architect has previously certified

that the Premises are capable of being rebuilt within three hundred sixty-five (365) days, and thereafter the Landlord fails to rebuild the Premises within said 365-day period, provided such delay is not caused by Tenant or Tenant's Agents, then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered at any time prior to completion of repairs and restoration by Landlord.

(c) Notwithstanding anything to the contrary contained in Section 8.1(b) above, in the event that the Premises is damaged by casualty during the Lease Term, Tenant shall have no obligation to rebuild its improvements to the Premises and reopen for business from the Premises; provided, however, that in such case Tenant shall be obligated to demolish or restore the Premises to the condition that it was delivered to the Tenant on the Delivery Date at Tenant's expense. However, Tenant will not be required to rebuild the structural shell of the Premises. If Tenant does not rebuild its improvements to the Premises and reopen its business from the Premises (or commit in writing to do so within thirty (30) days following written request for such commitment from Landlord), Landlord shall have the option to either: (i) rebuild and restore the Premises to the condition it was in on the Delivery Date at the Tenant's sole cost and expense, in which event, Tenant's obligations under this Lease shall remain in full force and effect, or (ii) decline to so rebuild and restore the Premises, in which event, this Lease shall terminate upon written notice from Landlord.

8.2 Eminent Domain. If the whole or any portion of the Net Rentable Area of the Premises, in excess of fifty (50) square feet of Net Rentable Area, is taken or condemned, or purchased in lieu thereof, by any government authority for any public or quasi-public use or purpose, then, this Lease will terminate from the time when the possession is required for such use or purpose.

If the whole or more than twenty percent (20%) of the Outdoor Seating Area is taken or condemned, or purchased in lieu thereof, by any government authority for any public or quasi-public use or purpose and Tenant's gross sales are materially and adversely affected, then, this Lease will, at Tenant's election made in writing, terminate from the time when the possession is required for such use or purpose. The Rent will be apportioned to the date when the possession is required to be given to such government authority. If any material portion of the Building or common areas not including the Premises or Outdoor Seating Area is taken, and the same shall materially and adversely affect Tenant's operations from the Premises or reduce the parking required to be provided under this Lease, Landlord will notify Tenant in writing, and Tenant will have the option to terminate

this Lease, by giving Landlord written notice within thirty (30) days after receipt of such notice from Landlord. If Tenant exercises said option, then such cancellation will be effective and the Rent will be apportioned to the date when the possession is required to be given to such government authority. If Tenant is not entitled to cancel the Lease or, if it is entitled to do so, but does not exercise its option, as of the date when possession is required to be given to such government authority, the Rent will be equitably reduced in the proportion that the Net Rentable Area contained in the remaining Premises bears to the Net Rentable Area contained in the Premises before the taking. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord, and Tenant hereby waives any right to make any claim as to Landlord's interest in the Premises or the leasehold estate created hereby, provided, however, that Landlord is not entitled to any award specifically made to Tenant for relocation expenses, loss of business, and/or the taking of Tenant's fixtures, furniture or leasehold improvements (exclusive of that portion paid for by Landlord).

ARTICLE IX. LIABILITY: INDEMNIFICATION: INSURANCE

9.1 Waiver of Claims. To the extent permitted by law, and subject to the waiver of subrogation under Section 9.5, Landlord and its employees, partners, and agents shall not be liable to Tenant or Tenant's Agent's for any damage (including indirect and consequential damage), injury, loss, obligation, liability, compensation, or claim, including but not limited to claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (unless such damage is the direct result of Landlord's or Landlord's Agent's gross negligence or willful misconduct), including but not limited to the following: (a) any part of the Building or Premises or any equipment or appurtenances becoming out of repair but not due to Landlord's willful misconduct or gross negligence, or (b) any accident in or about the Building, or (c) any act or neglect of Tenant, Tenant's Agents, any occupant of the Building or of any other person, including Landlord and Landlord's Agents.

9.2 Indemnification. Except as expressly provided in Section 9.5, and except for any claims (as defined below) arising from the negligence or willful misconduct of Landlord or Landlord's Agents, Tenant hereby indemnifies and agrees to hold harmless Landlord and Landlord's Agents from and against any and all costs, penalties, damages, claims, causes of action, obligations, liabilities and expenses (including reasonable attorneys' fees) (collectively "claims") suffered by or claimed

against Landlord, directly or indirectly, based on, arising out of or resulting from: (i) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein, (ii) any negligent act or omission by Tenant or Tenant's Agents, (iii) any breach or default in the performance or observance of Tenant's covenants or obligations under this Lease, including without limitation any failure to surrender the Premises upon the expiration or earlier termination of the Lease Term, or (iv) damage to or destruction of the Building structure, or any part thereof caused by or attributable to the act, omission or negligence of Tenant or Tenant's Agents. Tenant will employ counsel satisfactory to Landlord, or at Landlord's option, Landlord may retain its own counsel at the expense of Tenant, to prosecute, negotiate and defend any such claim, action or cause of action. Landlord has the right to compromise or settle any such claim, action or cause of action without admitting liability and without Tenant's consent. Tenant shall pay any indebtedness arising under said indemnity to Landlord together with interest thereon at the Default Rate, from the date Tenant is notified in writing of such indebtedness until paid. Tenant's indemnity of Landlord and Landlord's Agents will survive the termination of this Lease.

9.3 Insurance Requirements:

(a) Tenant will provide and maintain a Broad Form Commercial Liability Policy of insurance with respect to the Premises with coverage limits of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence, combined single limit, naming Landlord, Landlord's managing agent, and any mortgagee of Landlord as additional insureds. Such policy will protect Landlord, Landlord's Agents, its managing agent, and any mortgagee of Landlord against any liability which arises from any occurrence on or about the Premises or which results in any claims related thereto. The coverage of such policy will extend beyond the Premises to portions of the common area which Tenant or Tenant's Agents use from time to time for promotional or other exclusive uses.

(b) Intentionally Deleted.

(c) Tenant will carry fire and all-risk coverage, vandalism and malicious mischief insurance covering the Improvements and all other improvements (whether existing or installed by Tenant or Landlord), stock in trade, fixtures, furniture, furnishings, removable floor coverings, trade equipment, signs and all other decorations and personal property in the Premises for one hundred percent (100%) of their full replacement cost.

(d) Tenant will also carry adequate workers' compensation insurance in no less than statutorily required amounts, covering its employees in the Premises containing a waiver of subrogation in favor of Landlord.

9.4 General Provisions with Respect to Tenant's Insurance:

(a) On or before Tenant enters the Premises for any reason, and again before any insurance policy expires, Tenant will deliver to Landlord an original certificate of insurance. Any insurance required to be carried under this Lease may be carried under a blanket policy covering the Premises and other locations of Tenant.

(b) All insurance policies required to be carried under this Lease shall name Landlord and the holder of any mortgage, if required by Landlord, as additional insured thereunder.

(c) All insurance policies required to be carried under this Lease by or on behalf of Tenant will provide (and any certificate evidencing the existence of any insurance policies, will certify) that the insurer will endeavor to provide thirty (30) days' written notice if: (i) the insurance will be canceled, (ii) the insurer will not renew the insurance policies, or (iii) any material change may be made in the insurance policies.

(d) If Tenant fails to comply with any of the Insurance Requirements stated in this Lease, Landlord may after not less than five (5) days prior written notice, in addition to, and not in lieu of, all other remedies available to Landlord, obtain such insurance and keep the same in effect and Tenant shall pay to Landlord the premium cost thereof upon demand.

(e) All policies of insurance required to be carried by Tenant under this Lease shall (1) be written by good and solvent insurance companies licensed in the Commonwealth of Virginia, (2) contain a Cross Liability endorsement, and (3) contain a provision stating "the insurance provided Landlord hereunder shall be primary and non-contributing with any other insurance available to, or carried by, Landlord."

9.5 Waiver of Subrogation. Each party hereby waives every right or cause of action for the events which occur or accrue during the Lease Term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom

said other party may be responsible), which loss or damage is covered (or would have been covered if such party had maintained the coverage required under this Lease) by valid and collectible fire, extended coverage, "All Risk" or similar policies covering real property, or personal property insurance policies, to the extent that such loss or damage is recovered (or would have been recovered if such coverage were in effect as required hereunder) under said insurance policies. Said waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. Each party will give its insurance carrier written notice of the terms of such mutual waiver, and the insurance policies will be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of said waiver.

ARTICLE X. ACCESS TO THE PREMISES

10.1 Access to the Premises. Landlord and Landlord's Agents have the right after reasonable prior notice (except in an emergency when no notice is required) to enter the Premises at all reasonable times (other than peak hours) to examine the same and to show them to prospective purchasers, or mortgagees of Landlord, or to public officials lawfully having an interest therein. During the final twelve (12) months of the Lease Term, Landlord may also show the Premises to prospective lessees upon reasonable prior notice and at reasonable times (other than peak hours). Landlord may also enter the Premises (except during peak hours, absent emergency) to make such repairs, alterations improvements or additions as Landlord may reasonably deem necessary or desirable for the proper functioning of the Building or its Systems or to close Building entrances, doors, corridors, elevators or other facilities. In exercising its rights under this Section 10.1, Landlord shall take all reasonable steps to minimize interference with Tenant's use of the Premises, and in no event shall Landlord be entitled to prevent access to the Premises or the Outdoor Seating Area during Tenant's normal business hours except in connection with an immediate emergency involving threat to or loss of life or material property. However, the foregoing requirement shall in no way be construed to require Landlord to access the Premises for the purposes set forth above during non-business hours. Tenant shall have a non-exclusive license irrevocable so long as no Default continues to use all common public areas of the Building, provided that (a) Landlord has the right to regulate and control such access and the days and hours of access, and (b) if the amount of such areas is diminished, (other than required parking under this Lease), neither Landlord nor Landlord's Agents shall be subject to any

liability nor shall Tenant be entitled to any compensation or abatement of Rent, nor will such diminution of such areas constitute a constructive or actual eviction.

ARTICLE XI. FAILURE TO PERFORM, DEFAULTS, REMEDIES

11.1 Defaults.

(a) Each of the following is a "Default" (herein so called) by Tenant under this Lease:

(i) Tenant fails to pay any installment of Rent when the same is due and payable and such failure continues for a period of five (5) business days after written notice to Tenant of such failure;

(ii) Tenant fails to pay any installment of Rent when the same is due and payable during any calendar year in which two (2) Defaults defined in clause (i) above have previously occurred;

(iii) Tenant fails to comply with any provision of this Lease (including the Rules and Regulations), other than the payment of Rent and those provisions described in clause (v) below, and does not cure such failure within thirty (30) days after written notice to Tenant (or, if such failure to comply is of a nature that the same cannot reasonably be cured within thirty (30) days, Tenant's failure to commence within fifteen (15) days and thereafter diligently pursue a cure of such failure), however, in no event shall such cure period exceed ninety (90) days;

(iv) The filing or execution or occurrence of: a petition in bankruptcy or other insolvency proceeding by or against Tenant or any guarantor of Tenant's obligations; an assignment for the benefit of creditors; a petition or other proceeding by or against Tenant or any guarantor of Tenant's obligations for the appointment of a trustee, receiver or liquidator of Tenant or any guarantor of Tenant's obligations or any of Tenant's or such guarantor's property; or a proceeding by any governmental authority for the dissolution or liquidation of Tenant or any guarantor of Tenant's obligations; or

(v) any assignment, sublease or transfer of any of Tenant's interest under this Lease in violation of the terms of Article VII hereof.

(b) If there shall be any Default by Tenant under this Lease, including without limitation any Default by Tenant prior to the Lease Commencement Date, then, in addition to its accrued and continuing obligations set forth herein (as set forth in greater detail in Section 11.3 hereof), and notwithstanding any re-entry, repossession or dispossession under the terms of this Lease, Tenant shall be liable to Landlord for any damages suffered by Landlord as a result of such Default, which damages shall constitute Additional Rent hereunder, shall be payable to Landlord immediately upon demand therefor, and shall include but not be limited to: (i) the costs and expenses (including reasonable attorneys fees) incurred by Landlord in its efforts to cure Tenant's Default and/or enforce the terms of this Lease, (ii) the costs and expenses (including brokerage commissions and the cost of any remodeling, alterations and improvements to the Premises which Landlord deems necessary in its sole and absolute discretion to allow Landlord to relet the Premises) incurred by Landlord in its efforts to relet the Premises, and (iii) any other damages resulting from said Default.

11.2 Remedies. Without further notice or demand except as elsewhere provided in this Lease, if a Default occurs, Landlord has the option, immediately, or at any time thereafter, to pursue any one or more of the following remedies together with any other remedies available to Landlord at law or in equity:

(a) Terminate the Lease (which shall in no way affect Tenant's obligation to pay all Rent accrued under the Lease through the date of such termination, plus all damages suffered by Landlord as a result of such Default);

(b) Terminate Tenant's right to possession of the Premises, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying any portion of the Premises;

If Landlord exercises either of its remedies set forth in clause (a) or (b) above: (i) Tenant will not be entitled to any Notice to Quit (the provisions of this Article XI shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived), and (ii) Tenant will immediately surrender the Premises to Landlord upon demand, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy for possession or arrearages in Rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying any portion of the Premises, using self-help if necessary, without being liable for prosecution or any claim of damages therefor;

(c) Landlord may relet the Premises and receive the rent therefor under terms and conditions acceptable to Landlord in its sole discretion and judgment [Under such circumstances, Tenant shall pay to Landlord within ten (10) days after written demand by Landlord, sums equivalent to the monthly Rent reserved hereunder less the rents received by Landlord as a result of any such reletting, if any;

(d) Cure the Default at the expense of Tenant (including, if necessary, by entry to the Premises using self-help), and Tenant shall reimburse Landlord for any amount expended by Landlord in connection with the cure, plus interest at the Default Rate. Neither Landlord nor Landlord's Agents will be liable for any damages to Tenant or Tenant's Agents due to such action, whether caused by the negligence of Landlord or Landlord's Agents or otherwise;

(e) Enjoin any breach or threatened breach by Tenant of any of the covenants, agreements, terms of conditions in this Lease.

If any property belonging to Tenant, or otherwise, is found upon the Premises at the time of re-entry or termination of Tenant's right to the Premises, Landlord may remove and store the same in any warehouse, at Tenant's cost, or, in Landlord's sole discretion, Landlord may deem the same abandoned by Tenant and dispose of such property accordingly. Pursuit of any of the foregoing remedies is not a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the provisions herein contained. Tenant shall pay all Rent and Additional Rent to Landlord without any set-off or counterclaim. The foregoing rights and remedies are cumulative and in addition to any other rights granted to Landlord by law, and the exercise of any of them shall not constitute an election excluding the exercise by Landlord at any time of another, a different or an inconsistent remedy. The failure of Landlord at any time to exercise any right or remedy is not a waiver of its right to exercise such right or remedy at any other future time.

11.3 Deficiency. Notwithstanding any termination of Tenant's right to possession of the Premises under Section 11.1, Tenant will remain liable (in addition to accrued liabilities and obligations hereunder) for the Rent as defined in Section 4.5 and all other charges Tenant would have been required to pay until the date this Lease would have expired had such termination not occurred, less any net sums received by Landlord (after deducting all customary costs) for reletting the Premises. Landlord shall



have the right, at its option, to recover sums due hereunder through litigation or otherwise: (i) as such sums come due, (ii) from time to time on one or more occasions without being obligated to wait until the expiration of the Lease Term before filing suit, or (iii) following the date on which the Term hereof would have naturally expired (in which case, such amounts shall not be deemed to have accrued until such date for the limited purpose of determining the limitations period applicable to Landlord's claim for Rent).

11.4 Payments. All Rent under this Lease is due on the first (1st) day of each calendar month, and all other amounts that Tenant may owe Landlord are due within thirty (30) days from the date that Landlord renders a statement thereof. Tenant shall pay a late fee of five percent (5%) for all amounts not paid by the date due and will bear interest from the date originally due until the date fully paid at the rate of two (2) points above the prime rate established by Bank of America from time to time, unless such rate exceeds the highest rate permitted by law, in which case, such rate shall be deemed to apply (the "Default Rate"), to cover Landlord's cost for administrative fees and expenses incurred in conjunction with the collection of late payments. Notwithstanding the foregoing, on the first two (2) occasions during the Lease Term that any installment of Base Rent or additional rent is not timely paid when due hereunder, no late fee or default interest will be assessed until Landlord has delivered a notice regarding such late installment to Tenant and Tenant has failed to cure the same within five (5) business days of such notice. Time is of the essence in Tenant's payment of Rent and Tenant's performance of every provision of this Lease.

ARTICLE XII. QUIET ENJOYMENT: RESERVATIONS BY LANDLORD:
NO CONSTRUCTIVE EVICTION

12.1 Quiet Enjoyment. So long as Tenant is not in Default, Tenant will have peaceful and quiet possession of the Premises against all parties claiming adversely thereto by or under Landlord.

12.2 Reservations by Landlord. In addition to other rights conferred by this Lease or by law, Landlord reserves the right, to be exercised in Landlord's sole discretion, to: (a) change the name of the Building; (b) change entrances and exits to the Building and to the parking lot adjacent to the Building; (c) install and maintain a sign or signs on the exterior or interior of the Building; (d) change the street address of the Building; (e) designate all sources furnishing signs, sign painting and lettering for use in the Building; (f) take all measures as may

be necessary or desirable for the safety and protection of the Premises or of the Building; (g) sell or mortgage the Building and assign this Lease in connection therewith; (h) issue pass keys to the Building or the Premises; (i) repair, alter, add to, improve, build additional stories on, or build adjacent to the Building; (j) run necessary pipes, conduits and ducts above ceilings or below floors within the Premises; (k) carry on any work, repairs, alterations or improvements in, on or about the Building or in the vicinity thereof and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Building; (l) interrupt or temporarily suspend Building services and facilities; (m) change the arrangement and location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets, or other public parts of the Building; and (n) grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein; provided that Landlord will use all reasonable efforts to minimize any interference with Tenant's business caused by the exercise by Landlord of its rights set forth in this Section 12.2 and will not materially and adversely alter basic access to or visibility of the Premises or the location or quantity of parking for the Premises or the Outdoor Seating Area or Tenant's signage. This paragraph is not to be construed to diminish the obligations of Tenant provided herein, nor to create or increase any obligation on the part of Landlord with respect to repairs or improvements.

However, the same shall in no way obligate the Landlord to exercise any such rights during non-business hours, unless the same is necessary to comply with the terms set forth above. No non-emergency exercise of Landlord's rights shall occur within the Premises during peak hours.

12.3 No Surrender. No act or failure to act by Landlord or Landlord's Agents during the Lease Term to enforce the terms of this Lease, or the Rules and Regulations, will constitute an acceptance of surrender of the Premises. No agreement to accept surrender of the Premises is valid unless in writing signed by Landlord, and no employee of Landlord or Landlord's Agent has any power to accept such surrender prior to the termination of the Lease. Tenant's delivery of keys to any employee of Landlord or Landlord's Agent shall not constitute a termination of the Lease or a surrender of the Premises.

ARTICLE XIII. RULES AND REGULATIONS

13.1 Rules and Regulations. Tenant must observe and abide by the Rules and Regulations attached as Exhibit B hereto, and by



such other and further reasonable Rules and Regulations as Landlord may prescribe which, in its judgment, are needed for the reputation, safety, care or cleanliness of the Building or common areas, or the operations and maintenance thereof and the equipment therein, or for the comfort of Tenant and the other tenants of the Building. Landlord has the right to add to, change, or waive (with respect to any tenant) any of the Rules and Regulations, so long as the same are reasonable and applied in a non-discriminatory manner. Neither Landlord nor Landlord's Agents shall be liable to Tenant or Tenant's Agents for failure to enforce or for violation of any of the Rules and Regulations or the breach of any provision in any lease by any other tenant in the Building.

ARTICLE XIV. COMMUNICATIONS.

14.1 Communications: No notice, request, consent, approval, waiver or other communication under this Lease is effective unless the same is in writing and is hand delivered, sent via nationally recognized overnight courier, mailed by registered or certified mail, postage prepaid, or sent via facsimile (with electronic or telephonic verification of receipt and copy by regular mail, certified mail or overnight courier) addressed as follows:

(a) If sent to Landlord, a communication shall be effective on the earlier to occur of: (i) the date of actual receipt by Landlord, (ii) three (3) days after said communication is mailed or transmitted, as provided above, in either such case to the address designated as Landlord's Notice Address in Section 14.2 or to such other address as Landlord designates by giving notice to Tenant, or (iii) if sent via facsimile, the date of actual receipt, if the same is sent with verification to the facsimile number provided to Tenant by Landlord in writing. Copies of all communications to Landlord shall be sent to the address designated as Landlord's Notice Copy Address in Section 14.2 (or sent via facsimile to the additional facsimile number with verification as provided above), and to such other person or party as Landlord shall designate by not less than thirty (30) days prior written notice to Tenant. Notice may be given to Landlord by Tenant or Tenant's attorney acting as Tenant's authorized agent.

(b) If sent to Tenant, a communication shall be effective on the earlier to occur of: (i) the date of actual receipt by Tenant, (ii) three (3) days after said communication is mailed or transmitted, as provided above, in either such case to the address designated as Tenant's Notice Address in Section 14.2 or

to such other address as Tenant designates by notice to Landlord, or (iii) if sent via facsimile, the date of actual receipt, if the same is sent with verification to the facsimile number provided to Landlord by Tenant. Copies of all notices to Tenant shall be sent to the address designated as Tenant's Notice Copy Address in Section 14.2 (or sent via facsimile to the additional facsimile number with verification as provided above), and to such other person or party as Tenant designates by not less than thirty (30) days prior written notice to Landlord. Notice may be given to Tenant by Landlord or Landlord's attorney acting as Landlord's authorized agent.

14.2. Notice Addresses:

(a) Landlord's Notice Address:

2111 Wilson Boulevard, Inc.
c/o L&B Realty Advisors, LLP
Attn: Eric Smith
8750 N. Central Expressway, Suite 800
Dallas, Texas 75231-6437

(b) Landlord's Notice Copy Address:

2111 Wilson Boulevard, Inc.
c/o LPC Commercial Services, Inc.
2111 Wilson Boulevard
Suite 225
Arlington, Virginia 22201
facsimile: (703) 358-9436
telephone: (703) 527-9444

(c) Tenant's Notice Address:

CBC Restaurant Corp.
12700 Park Central Drive, Suite 1300
Dallas, Texas 75251
Attention: General Counsel, Re: CBC# 242
facsimile: (972) 534-1703
telephone: (972) 619-4123

(d) For all Billing Statements, Reconciliation Documentation and Copies of all Notices:

Property Works
P.O. Box 500938
Atlanta, Georgia 31150
Attn: CBC No. 242

ARTICLE XV. MISCELLANEOUS PROVISIONS

15.1 Estoppel Certificates. Each of Landlord and Tenant agrees, at any time, and from time to time, upon not less than twenty (20) days prior written notice, to execute, acknowledge and deliver to the other party a written statement containing all of the following information: (a) certification that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (b) a statement regarding the dates to which Tenant has paid the Rent hereunder, (c) a statement as to whether the executing party is in default or, to its knowledge, is the other party in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, a specification of each such default; (d) a statement of the amount of the then-applicable monthly Rent, (e) a statement acknowledging the lack of any Security Deposit and (f) a statement of the address to which notices (and rent payments, if applicable) should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, and any present or prospective mortgage, deed of trust holder or trustee for bond holders with respect to the Building or of Landlord's interest, any assignee or subtenant or transferee of Tenant's interest.

15.2 Brokerage Fees. Except as listed below, each of Landlord and Tenant represents to the other that it has not incurred any liability for commissions or similar compensation to third parties in connection with this Lease, and, except for commissions which may be due to Broker (defined below), each party shall indemnify and hold the other harmless against any liability arising from any claims for such compensation, including costs and reasonable attorneys' fees. "Broker" means Street Sense. Landlord shall be solely responsible pursuant to a separate agreement between Landlord and Broker for payment of any commission, fee or other compensation due, if any, to Broker.

15.3 U.S.A. Patriot Act. Congress passed the U.S.A. Patriot Act ("the Act") in response to the terrorists' attacks of September 11, 2001. The Act gives Federal Officials greater authority to track and intercept communications. It also provides broad regulatory powers to combat corruption of U.S. financial institutions and creates new crimes, new penalties and new procedures for use against Domestic and International terrorists. The Landlord and Tenant agree that they will comply fully with the Act and any regulations promulgated thereunder.

Moreover, the Landlord and Tenant will cooperate with any governmental officials and/or regulators in complying with and enforcing the Act. Each of Landlord and Tenant represents and warrants that neither it nor any of its principals are a restricted party as defined by The Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury.

15.4 Liability of Landlord. Neither Landlord, Landlord's asset advisor, nor any member of any joint venture, partnership, tenancy-in-common, pension fund, association or other form of joint ownership that forms Landlord shall have any personal liability under this Lease. Landlord shall not be liable for any loss suffered by Tenant caused by the negligence or fault of Tenant or Tenant's Agents. Tenant agrees that in the event Tenant or any of Tenant's Agents is awarded a money judgment against Landlord, its agents or partners, the sole recourse for satisfaction of such judgment shall be limited to an amount equal to the lesser of (x) Landlord's interest in the Building or (y) the equity interest Landlord would have in the Building if the Building were encumbered by independent secured financing equal to eighty percent (80%) of the value of the Building. In no event shall any other assets of Landlord, or of any partner of Landlord or of any person or entity be held to have any personal liability for satisfaction of any claims or judgments against Landlord and/or any partner of Landlord in such partner's capacity as a partner of Landlord. At no time shall Landlord be responsible or liable to Tenant for any lost profits, lost economic opportunities or any form of consequential damage as the result of any actual or alleged breach by Landlord of Landlord's obligations under this Lease.

15.5 Authority. Each person signing this Lease on party's behalf agree that (i) the individual executing this Lease is duly authorized to execute and deliver this Lease in accordance with applicable organizational documents; (ii) this Lease is binding upon the applicable party; (iii) such party is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Building is located; and (iv) upon request, such party will provide the requesting party satisfactory evidence of such authority.

15.6 Parking. Tenant's parking rights are set forth in Exhibit E hereto attached.

15.7 Landlord Approval. Landlord's approval when required under the Lease is non-technical and non-legal in nature, and Tenant remains responsible for all technical and legal aspects of any item requiring Landlord's approval.

15.8 Unenforceability/Joint and Several Liability. The invalidity or unenforceability of any provision hereof will not affect or impair any other provision hereof. If a party consists of more than one person or entity, the obligations of each are joint and several.

15.9 Headings, Miscellaneous. The headings of the several articles, paragraphs and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles, paragraphs and sections. All negotiations, considerations, representations and understandings between the parties are incorporated herein and are superseded hereby. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease may not be amended or modified by any act or conduct of the parties or by oral agreements unless reduced and agreed to in writing signed by both Landlord and Tenant. No waiver of any of the terms of this Lease is binding upon either party hereto unless reduced to writing and signed by such party.

15.10 Force Majeure. Each party will be excused from performing any obligation or undertaking provided for in this Lease (other than an obligation to pay any sum due hereunder which shall not be covered by this Section 15.10), and such party's failure to perform shall not constitute a default hereunder for so long as and to the extent such performance is prevented or delayed, retarded or hindered by circumstances beyond such party's control (including, but not limited to an act of god, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, unusual shortage of or inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of electronic or computer operated equipment, failure of transportation, strike, lockout, action of labor unions, a taking, requisition, laws, orders of government or civil or military authorities, or any other similar cause).

15.11 Entire Agreement. This Lease, the exhibits (all of which are incorporated herein by this reference) and any addendum attached hereto set forth the entire agreement between Landlord and Tenant, and no other oral or written understandings, representations, promises or agreements have been made or relied upon by either party hereto. All prior oral or written agreements are merged herein and superseded by this Lease.

15.12 Governing Law. THIS LEASE IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

15.13 Waiver of Jury Trial. Each of Landlord and Tenant hereby waives trial by jury in any action, proceeding, claim or counterclaim brought by either party or their Agents in connection with any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

15.14 Recordation of Lease. Tenant may not record this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

15.15 No Binding Effect Until Execution and Delivery. The submission of this Lease to Tenant is not an offer. This instrument is not effective as a Lease or otherwise unless and until executed by and distributed to both Landlord and Tenant.

15.16 No Partnership. Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

15.17 Days. Whenever there is a reference to "days" in this Lease, it shall be deemed to mean calendar days, unless expressly stated otherwise.

15.18 Successors and Assigns. This Lease is binding upon and shall inure to the benefit of the respective parties herein, their heirs, executors, administrators, successors and permitted assigns.

15.19 Non-Waiver. Neither party's failure to enforce or require strict performance of any provision of this Lease or any of the Rules and Regulations, nor Landlord's acceptance of Rent with knowledge of a breach shall constitute a waiver of such breach or any future breach.

15.20 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Lease.

15.21 Intentionally Deleted.

15.22 Tenant's Use.

(a) **Appearance of the Premises.** Tenant shall not at any time make any alterations to the exterior of the Premises without the prior written consent of Landlord, which consent may be granted or withheld in accordance with the terms of Section 6.3 of the Lease. In accordance with the requirements of the Lease, Tenant shall, throughout the Lease Term (including any extension thereof), maintain the Premises, and the furniture, fixture and equipment located therein, in a neat and first-class appearance.

(b) **First-Class Operations/Go Dark.** (i) Notwithstanding any other provision of this Lease to the contrary, Tenant agrees to open and operate in the Premises for one (1) day (within ninety (90) days of the Rent Commencement Date) as a fully stocked and staffed Corner Bakery Cafe. Tenant shall have no other obligation to operate any business from the Premises. During any period the Tenant elects to operate in the Premises, it shall do so in a first class manner at such hours as Tenant considers proper in Tenant's reasonable business judgment.

(ii) If at any time during the Term, Tenant ceases to operate its business from the Premises for a period of six (6) months or more (except for bona fide closures due to remodeling, casualty, condemnation or other force majeure), Landlord shall thereafter have the right to recapture the Premises upon delivering written notice of Landlord's intent to recapture the Premises to Tenant (the "Recapture Notice"). The Recapture Notice shall specify a recapture date, which date shall be selected by Landlord in its sole and absolute discretion, and this Lease shall automatically terminate as of said recapture date. Tenant shall not open its Premises on a sporadic basis solely for the purpose of avoiding the foregoing six (6) month period.

(c) **Outdoor Seating Area.** Subject to governmental approvals, permits and licenses only, Tenant shall have the right during the Lease Term to use that portion of the sidewalk area on the east side of the Building in the area outlined on Exhibit F to this Lease (hereinafter "Outdoor Seating Area") for Tenant's Permitted Use. Tenant shall not be required to pay Landlord Rent for the Outdoor Seating Area unless and until and to the extent Arlington County changes the official definition of GLA to include patio square footage. If the official definition of GLA is changed to include patio square footage, then the size of the Premises shall be increased to reflect the addition of the Outdoor Seating Area for the purpose of calculation of Tenant's Base Rent only (and the same) shall be appropriately increased. The

location and design of the Outdoor Seating Area shall be consistent with the Approved Plans, and material or substantial changes thereto shall be approved in advance by Landlord, such approval not to be unreasonably withheld. Tenant agrees to maintain the Outdoor Seating Area in an attractive, neat and clean condition in accordance with the general character of the Project. Tenant shall bear sole responsibility for maintaining and cleaning the Outdoor Seating Area and shall keep the same free of trash and debris caused by its customers seated in this area. In the event Tenant fails to so maintain the Outdoor Seating Area promptly following written notice from Landlord, Landlord shall have the right, but not the obligation, to do so, on Tenant's behalf and at Tenant's expense. Tenant shall indemnify and hold harmless Landlord from any and all liability that may arise as a result of Tenant's or Tenant's Agents use of the Outdoor Seating Area. Landlord shall have access to the Outdoor Seating Area as needed in order to properly maintain and repair the Project, provided, that such right shall be exercised by Landlord so as to keep to a minimum any interference with Tenant's business and shall not be exercised, except in event of emergency, during peak hours. Tenant shall, at its sole cost and expense, obtain any permits, approvals or licenses required by the Commonwealth of Virginia or any other authorities in connection therewith and shall timely pay all rent, sidewalk rent and other payments required to be paid to the Commonwealth of Virginia or any other authorities in connection with the use of the Outdoor Seating Area.

(e) **Permits and Licenses.** Tenant shall, at Tenant's sole cost and expense, obtain and maintain in effect at all times all permits and licenses (including, without limitation, all health permits) necessary for the operation of Tenant's business in the Premises, and Tenant shall deliver to Landlord reasonable evidence of such valid permits and licenses prior to Tenant's commencement of business on the Premises and thereafter from time to time upon Landlord's request therefor. Unless the conditions set forth in Section 1.8 are fulfilled and the Landlord consents to a change in the Permitted Use (as defined in Section 1.8), at no time shall Tenant be permitted to serve or sell beer, wine or alcohol from the Premises.

(f) **Nuisances.** Tenant shall neither place nor permit any radio, television, loud-speaker, stereo or other music system or amplifier in or around the Premises where the same can be seen or heard from outside the Premises; provided, that Tenant shall be entitled to play music at conversational levels on the Outdoor Seating Area as long as the speakers are located beneath the awnings and the music cannot be heard inside the office suites above the Premises. Tenant shall not place any antenna or other

projection on the exterior of the Premises, nor shall Tenant solicit business or distribute leaflets or other advertising material in the common or public areas of the Building and surrounding property, nor shall Tenant take any other action which, in the reasonable judgment of Landlord, would constitute a nuisance or would disturb or endanger other tenants of the Building or would interfere with their use of their respective premises or would tend to injure the reputation of the Building.

No band, DJ or other performer shall perform in the Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion.

Each request for consent for any performance in the Premises submitted by Tenant to Landlord shall be in writing and shall be accompanied by a list of specific information about the performance which includes, at a minimum, the name of the performer, the date of the performance, the start and end times of the performance and a brief description of the type of performance. In addition, Tenant shall promptly provide any additional information regarding the performance that may be requested by the Landlord prior to granting or denying consent.

(g) **Trade Name.** In transacting business in or from the Premises, Tenant shall use only the following (and no other) trade name, unless otherwise consented to in advance in writing by Landlord: Corner Bakery Cafe or such other trade name as used by all of Tenant's stores in the Commonwealth of Virginia.

(h) **Trash Removal.** Tenant, at Tenant's sole cost and expense, shall keep the Premises clean, both inside and outside, and shall remove all trash, ashes, garbage and other refuse (collectively, "trash") from said Premises. Tenant agrees to have trash removed regularly, and Tenant further agrees to store the same in those areas of the Premises, Building and/or Project reasonably designated by Landlord from time to time for the storage of Tenant's trash awaiting collection (including, without limitation, transporting the trash to a dumpster or another location at the Building). All trash shall be stored in the kind of rat-proof containers specified by Landlord and collected daily. Tenant shall pay the cost of removal of any of Tenant's trash and maintain all loading areas in a clean manner satisfactory to the Landlord, in accordance with the terms hereof. Tenant shall not operate an incinerator or burn trash or garbage within the Building. If Tenant uses a third party contractor to provide any such trash removal or disposal or cleaning services, such contractor shall be reputable and have no prior negative history with Landlord.

(i) **Deliveries.** Receiving and delivering of goods and merchandise shall be made only in the areas indicated on the Premises outline attached hereto as receiving and delivery areas.

(j) **Advertisements.** Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local activity of Tenant is mentioned. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted, affixed or otherwise displayed by Tenant on the Premises, the outside wall bordering the Outdoor Seating Area or any other part of the Building without the prior written consent of Landlord with respect thereto (which consent may be granted or withheld in Landlord's sole and absolute discretion), and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, notice or other display without notice to and at the expense of Tenant unless so consented to. Tenant's signage, including, without limitation, its awning signage and Coming Soon window graphics, included within the Approved Plans are hereby deemed approved in all respects by Landlord. Landlord will not place advertising signage on any outside wall bordering the Outdoor Seating Area.

(k) **Pest Control.** Tenant shall, at Tenant's sole cost and expense, obtain and maintain in effect at all times pest control service to regularly exterminate the Premises as necessary to keep the Premises from pests and shall be performed no less often than twice per month. If Tenant fails to provide such service to Landlord's satisfaction, Landlord shall have the right (but not the obligation) promptly following written notice from Landlord to provide such pest control, and Tenant shall be liable for all reasonable costs therefrom, and all such amounts shall be paid to Landlord by Tenant upon demand.

(l) **Smoking Provision.** Smoking is not permitted in the Premises, it being expressly agreed that Tenant shall not permit its agents, employees, contractors, invitees or customers to smoke in the Premises at any time.

(m) **Plumbing Facilities.** The plumbing facilities within the Premises shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision by Tenant, its employees, agents, invitees or guests, shall be borne by Tenant.

(n) **Plate Glass.** Tenant shall have the right to self-insure its obligation to maintain the plate glass of the Premises in good condition and repair.

(o) **Outside of Premises.** Tenant shall not allow easels, carts or other displays to protrude outside of the Premises and into the lobbies or other portions of the common areas. Landlord shall not allow any easels, carts, kiosks or other similar operations or displays within fifteen (15) feet from the Premises storefront or Outside Seating Area.

(p) **Security.** Landlord has no duty or obligation to provide any security services in, on or around the Premises, Land or Building, and Tenant recognizes that security services, if any, provided by Landlord will be for the sole benefit of Landlord and the protection of Landlord's property and under no circumstances shall Landlord be responsible for, and Tenant waives any rights with respect to, Landlord providing security or other protection for Tenant or Tenant's Agents or property in, on or about the Premises, Land or Building. Subject to Landlord's prior approval, Tenant may, at its sole cost and expense, install, establish and maintain security services within the Premises; provided that, such security services (including any apparatus, facilities, equipment or people utilized in connection with the provision of such security services) comply with the governmental requirements and shall not cause the Building to be out of compliance with the governmental requirements. Notwithstanding the foregoing, any such security services installed, established or maintained by Tenant must not affect or impact any portion of the Building or the Land other than the Premises.

(q) **Grease Trap.**

(i) Landlord and Tenant shall comply with the terms and conditions of Exhibit "C-1" to this Lease with respect to installation of any grease trap, venting, hood fire suppression systems and related improvements. From and after the Rent Commencement Date, Tenant shall maintain, at its expense, on a regular basis sufficient to keep the same operating efficiently and safely at all times in accordance with all laws (which shall include the regular chemical treatment of such grease traps and systems). In the event any drains become clogged, Tenant shall, at Tenant's expense, make arrangements to have such drains cleared by a plumber who is licensed in the Commonwealth of Virginia. In the event Tenant does any cooking with steam, it shall be only by use of units in which the steam is fully jacketed in the cooking utensil and not permitted to escape into the air space of the Premises.

15.23 Renewal Option.

(a) Tenant has the right to extend the initial Lease Term (the "Renewal Option") for two additional terms (each, an "Option Term") of five (5) years each at the Base Rent set forth in paragraph (b) below and upon the same terms and conditions set forth herein (except that there will be no further privilege of extension), provided that the following conditions are met:

(i) Tenant notifies Landlord of its election to exercise the right of renewal granted hereby at least twelve (12) months prior to the expiration of the initial Lease Term (defined in Section 1.3 hereof) or, if applicable, prior to the expiration of the first Option Term;

(ii) at the time of the exercise of such right there is no existing Default which is not remedied within the applicable cure periods set forth in Article XI hereof; and

(iii) that the Lease has not terminated prior to the commencement of the applicable Option Term.

(b) During the applicable Option Term, Tenant shall pay Landlord Base Rent equal to the following:

<u>1st Option Term</u>	<u>Net Rentable Square Foot Rate</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Lease Year 11	\$46.00	\$205,114.00	\$17,092.83
Lease Year 12	\$46.00	\$205,114.00	\$17,092.83
Lease Year 13	\$46.00	\$205,114.00	\$17,092.83
Lease Year 14	\$46.00	\$205,114.00	\$17,092.83
Lease Year 15	\$46.00	\$205,114.00	\$17,092.83

<u>2nd Option Term</u>	<u>Net Rentable Square Foot Rate</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Lease Year 16	\$50.00	\$222,950.00	\$18,579.17
Lease Year 17	\$50.00	\$222,950.00	\$18,579.17
Lease Year 18	\$50.00	\$222,950.00	\$18,579.17
Lease Year 19	\$50.00	\$222,950.00	\$18,579.17
Lease Year 20	\$50.00	\$222,950.00	\$18,579.17

(c) Prior to the commencement of an Option Term, upon the request of Landlord, Tenant hereby agrees to execute an amendment to the Lease memorializing said extension of the Lease Term. If Tenant fails to timely notify Landlord of its desire to exercise its Renewal Option, then Tenant shall be deemed to have waived

its right to extend the Lease beyond the expiration of the initial Lease Term or the first Option Term (as applicable).

15.24 Right of First Offer. (a) Subject to the terms of this Section 15.24 and any renewal, expansion or other leasing rights of other tenants in the Project existing as of the date of this Lease in the Offer Space (hereinafter defined), so long as Tenant is then leasing the entire Premises, Tenant shall have an ongoing Right of First Offer with respect to the adjacent approximately 2,776 square feet of Net Rentable Area located on the first (1st) floor of the Building, known as Suite 100 (the "Offer Space") if the same becomes available for leasing during the Lease Term. Landlord shall not have any obligation to take action to regain possession of the Offer Space or any portion thereof for the purpose of offering the same to Tenant until the expiration or termination of all other applicable tenants' rights thereto (including renewal rights).

(b) Landlord will promptly notify Tenant if and when the Offer Space becomes available for leasing during the Lease Term and the terms on which the Offer Space may be leased by Tenant ("Offer Notice"), which terms will be consistent with the terms at which similar space is being offered by Landlord in the Project for similar length of term and consistent with then applicable market conditions. Tenant will have ten (10) business days following delivery of such Offer Notice during which to notify Landlord in writing of Tenant's intent to lease the Offer Space on the terms set forth in Landlord's Offer Notice or to reject leasing the same. Tenant's failure to timely exercise its Right of First Offer within said ten (10) business day period shall be deemed an absolute waiver by Tenant of its right to lease the Offer Space specified in Landlord's Offer Notice unless the same again becomes available for leasing during the Lease Term following its subsequent leasing to a third party. Upon Tenant's rejection (or deemed rejection) of the Offer Space, Landlord shall be free to lease the Offer Space to any other person or entity.

(c) Tenant's Right of First Offer shall be subject to the following conditions:

(i) at the time of the exercise of such right and throughout the period prior to Landlord's delivery of such Offer Space to Tenant, there is no existing outstanding Default by Tenant with respect to any of its obligations under the Lease which has is not remedied within the applicable cure period set forth in Article XI hereof;

(ii) at the time of Landlord's Offer Notice and throughout the period prior to Landlord's delivery of the Offer Space to Tenant, Tenant is operating its business from the Premises (as the same is defined in Section 1.2 hereof); and

(iii) Tenant must lease the entire Offer Space specified in Landlord's Offer Notice.

Landlord, in its sole and absolute discretion, may waive any of the foregoing conditions.

(d) Except as expressly provided in subparagraph (c) above, if Tenant timely and properly exercises its Right of First Offer with respect to the Offer Space and the conditions applicable thereto have been met, Landlord shall deliver and Tenant shall lease from Landlord such Offer Space upon the terms and conditions set forth in Landlord's Offer Notice to Tenant.

(e) If Tenant timely and properly exercises the Right of First Offer granted hereby, prior to Landlord's delivery of the Offer Space to Tenant, Tenant and Landlord shall execute an amendment to the Lease memorializing said expansion of the Premises and the terms applicable thereto.

(f) A space shall be deemed to be "available for leasing," as such phrase is used herein on the date on which other applicable tenants' rights to lease or occupy the Offer Space expire or are terminated.

15.25 Exclusive Use. (a) Notwithstanding anything to the contrary contained in this Lease, provided (i) Tenant is not in Default of this Lease beyond any applicable notice and cure period, and (ii) Tenant is then open and operating a business in the Premises in accordance with Tenant's Permitted Use, Landlord hereby agrees not to lease or permit the use of, any portion of the Building as a "Competing Business," provided, however, that Landlord shall not be obligated to violate any antitrust, unlawful competition or unlawful restraint of trade law. /A "Competing Business" is hereby defined as a restaurant that derives ten percent (10%) or more of its gross sales from any of the following: (i) coffee or espresso based beverages; (ii) baked goods; (iii) sandwiches; (iv) soups; (v) salads; or (vi) pastas.

(b) Notwithstanding anything to the contrary in the foregoing sentence, this provision shall not be applicable to tenants in the Building, their successors and assigns, who

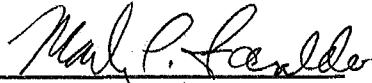
currently have leases which permit such tenants to operate a "Competing Business".

(c) If a breach of Landlord's covenant and obligations under Section 15.25(a) above occurs and continues for a period of three (3) consecutive months, then, provided Tenant's sales have dropped more than 10% (as compared to the same period from the prior year) and provided that Tenant is continuously operating its business from the Premises, Tenant may elect, as long as the breach of Landlord's covenant under this Section 15.25 exists, to pay monthly, as "Alternate Rent" during the period of the breach, in lieu of Base Rent, an amount equal to fifty percent (50%) of the then applicable Base Rent (the "Alternate Rent Right"). If said breach continues for a period in excess of six (6) months, Tenant shall have the right, at its election, to terminate this Lease upon not less than fifteen (15) days prior written notice at any time thereafter prior to the date such breach is cured. This exclusive use right will terminate if a court of competent, final jurisdiction determines that it is not enforceable, as a matter of law, or that it is an unlawful restraint of trade, in either of which event, only this Section shall be invalidated and all the remaining portions of the Lease shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

ATTEST:



Mark P. Faraldo
President

LANDLORD:


2111 WILSON BOULEVARD, INC.,
a Florida Corporation

By: 

Name: Eric R. Smith
Title: Vice President & Asst.
Date: Secretary
12-13-07

TENANT:

ATTEST:

By: 
Name: TED G CROFT
Title: CFO

CBC Restaurant Corp.
a Delaware Corporation

By: 

Name: Blake Burnett
Title: Vice President
Date: 11/30/07

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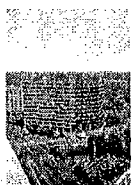


EXHIBIT "A"

OUTLINE OF THE PREMISES

(The parties understand and acknowledge that the following depiction is merely an approximation of the location of the Premises in the Building, and Landlord makes no representations regarding the specific accuracy of said depiction).

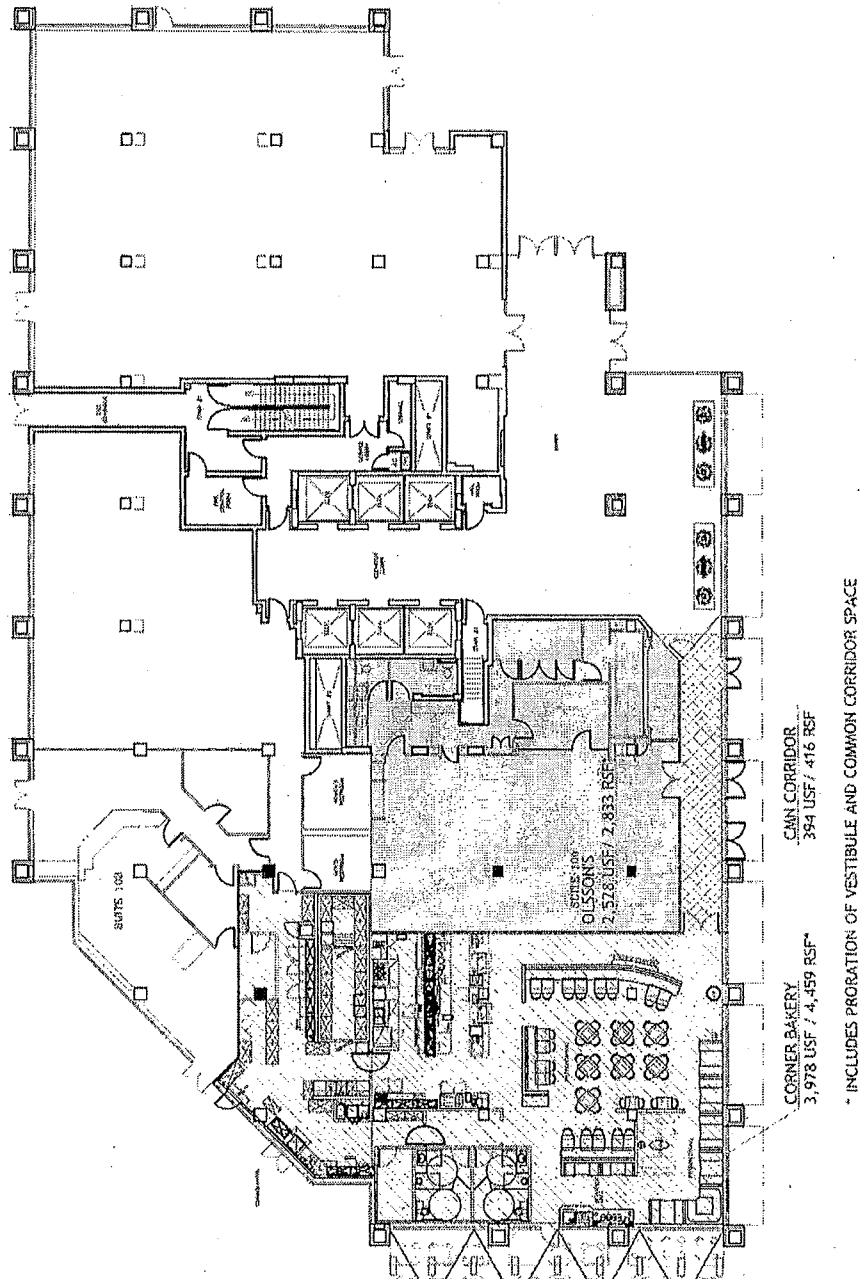


EXHIBIT "B"

RULES AND REGULATIONS

Landlord reserves the right to: (a) amend, modify, or rescind any of these Rules and Regulations, and (b) make such other reasonable Rules and Regulations as in its judgment are necessary for the operation of the Building, and Tenant will be bound by these and all future Rules and Regulations, except to the extent expressly limited in or set forth to the contrary in the Lease.

1. Tenant may not: (a) obstruct sidewalks, doorways, vestibules, halls, stairways, or other areas, (b) place refuse, furniture, boxes or other items therein or (c) use such areas for any purpose other than ingress and egress to and from the Premises. Canvassing, soliciting and peddling in the Building are prohibited.

2. Tenant may use plumbing fixtures and appliances only for the purposes for which constructed, and may place no unsuitable material therein. Tenant shall repair or replace appliances at Tenant's cost and in the event of misuse, Tenant shall repair or replace such fixtures and appliances at Tenant's cost. If Tenant fails to make such repairs or replacements, Landlord may do so, and Tenant shall pay the cost thereof on demand as Additional Rent.

3. Tenant may not paint or place any signs or notices on any windows or doors or in other parts of the Building, without Landlord's prior written approval (which Landlord may withhold in its sole discretion) of the design and placement, except as allowed by the Approved Plans (and Branding Plan). Without notice to Tenant, Landlord has the right to remove all unapproved signs at Tenant's expense.

4. Tenant may not use or keep in the Building any inflammable or explosive fluid or substance (including natural Christmas trees and combustible ornaments), or any illuminating materials.

5. Tenant will repair all damage to the Building from the improper placing of heavy items at its expense.

6. Tenant will notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building, and will move same only with Landlord's written permission and in accordance with any Landlord requirements.

7. Intentionally Deleted.

8. All deliveries must be made via the applicable service docks and loading areas for the Premises and may be made at all times reasonably necessary for Tenant's customary operation of its business.

9. Tenant will cooperate with Landlord's employees in keeping the Premises neat and clean.

10. Tenant will not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, and will not interfere with, injure or annoy other tenants or their invitee. Nothing in the foregoing shall prevent Tenant's operation of a restaurant in the ordinary course or prevent Tenant's playing of music at conversational levels in the Outdoor Seating Area.

11. No animals are allowed in or about the Building.

12. At Tenant's cost, Landlord will dispose of crates, boxes or other large items throughout the business day.

13. Tenant may not operate any machinery, other than machinery necessary in the customary operation of Tenant's business. Tenant shall be entitled, subject to governmental limitations, to use of space heaters or fans in the Outdoor Seating Area.

14. Tenant must comply with all emergency and safety procedures established by the fire department, or any other governmental agency having jurisdiction over the Building. Landlord has the right to reasonably evacuate the Building in the event of an emergency or catastrophe. Further, Tenant shall comply with Landlord's reasonable security regulations; provided, that, notwithstanding anything to the contrary contained in this Lease, Tenant, its employees, customers and any delivery personnel servicing the Tenant, shall not be subject to safety procedures established by Landlord which materially interfere with Tenant's business (such as airport-type screening).

15. No bicycles, motorcycles or similar vehicles are allowed in the Building or any part thereof with the exception of the garage or Landlord designated areas.

16. Intentionally Deleted.



17. Intentionally Deleted.

18. Tenant may not place any additional locks on or rekey any entry doors without providing a duplicate key to Landlord. This provision shall not apply to Tenant's secured office area of the Premises. Tenant must surrender all keys upon termination of this Lease.

19. Intentionally Deleted.

20. Tenant will comply with any parking rules and regulations which do not conflict with Tenant's rights set forth in Exhibit "E" attached to this Lease.

21. Tenant may not use the Premises or any part of the Building for residential purposes or for overnight lodging.

22. Tenant will not place vending machines in the Premises.

23. Tenant must obtain Landlord's prior written approval (which Landlord may withhold in its sole discretion) for installation of window shades, blinds, drapes or other window treatments, except as indicated in the Approved Plans.

24. Tenant will not make any changes or alterations to any portion of the Building without Landlord's prior written approval (which Landlord may withhold in its sole discretion), except as otherwise allowed by the terms of this Lease.

25. Intentionally Deleted.

26. Tenant will not ask building personnel to perform such functions as furniture moving, deliveries, picture hanging, or other similar tasks not related to the general operation of the Building.

27. Before leaving the Premises unattended, Tenant shall close and lock outside doors, turn off lights, coffee pots, and other equipment.

28. Intentionally Deleted.

29. The Building has been designated as a non-smoking building. Tenant shall comply and shall cause its employees to comply with this prohibition and applicable non-smoking ordinances.

30. Landlord may refuse admission to the Building (other than admission to the Premises from the public street entrance or to the lobby and vestibule from the Garage) outside of ordinary business hours to any person not known to the watchman in charge or not properly identified, and may require all persons admitted to or leaving the Building outside of ordinary business hours to register. Any person whose presence in the Building at any time shall, in the reasonable judgment of Landlord, be prejudicial to the safety, character, reputation and interests of the Building or its tenants may be denied access to the Building or may be ejected therefrom. Landlord reserves the right to exclude or expel from the Building any person who in the judgment of Landlord is intoxicated or under the influence of liquor or drugs or who violates these Rules and Regulations. In case of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the building during the continuance of the same, by closing the doors or otherwise, for the safety of the tenants, the Building and protection of property in the Building.

EXHIBIT "C"

WORK LETTER

A. At Landlord's sole cost and expense, Landlord will deliver the Premises to Tenant on the Delivery Date with the work outlined on Exhibit "C-1", attached hereto and incorporated herein by this reference (hereinafter, the "Landlord's Work") substantially complete.

B. Following the Delivery Date, unless Landlord and Tenant mutually agree in writing that construction of Tenant's Work (hereinafter defined) may commence prior to the Delivery Date, Tenant, at Tenant's sole cost and expense, shall make all improvements or alterations to the Premises necessary for Tenant to operate its business therefrom, which improvements and alterations are set forth on Exhibit "C-1", attached hereto and incorporated herein by this reference (hereinafter, the "Tenant's Work"). Tenant hereby agrees to utilize commercially reasonable efforts to complete Tenant's Work without delay and to use commercially reasonable efforts to obtain all construction permits and necessary permits to occupy the Premises.

C. Tenant has submitted and Landlord has approved final working drawings and specification of materials for all Tenant's Work, which approved drawings and specifications are attached hereto as Exhibit "C-2" and referred to in the Lease and hereinafter as the Approved Plans. Except as otherwise set forth in this Lease, with respect to any work of any kind in the Premises from and after completion of Tenant's Work specified in the Approved Plans, Tenant will submit to Landlord for approval (which approval will not be unreasonably withheld or delayed provided that the same satisfy the requirements hereof) final working drawings and specifications of materials for all Tenant's Work and alterations to the Premises (which final working drawings will comply with the ADA and all other applicable codes, laws, rules, regulations and statutes) and will be ready to submit for permitting. As modified by any Landlord required changes, any such final working drawings will be the "Final Plans". Neither Landlord's approval of the Approved Plans nor its approval of the plans, specifications and working drawings for any future Tenant improvements shall create any responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with any codes, laws, rules, regulations or statutes of governmental agencies or authorities.

D. If Tenant requires any significant or material changes in the Approved Plans or any Final Plans (the "Tenant Changes"),

Tenant must present Landlord with revised drawings and specifications (and, if applicable proposed substitute or replacement materials) for Landlord's review and approval, which approval will not be unreasonably withheld, conditioned or delayed provided that the same are in compliance with the requirements and limitations set forth herein. If Landlord approves the Tenant Changes, Tenant will incorporate such changes in Tenant's Work.

E. Tenant will complete construction of Tenant's Work in accordance with the Approved Plans or any Final Plans and the terms set forth below:

1. It is anticipated that Landlord and Tenant shall use the same contractor to perform the initial Landlord's Work and the Tenant's Work. It is also anticipated that plans for the initial Landlord's Work and the Tenant's Work shall be concurrently submitted to Arlington County for permits. Accordingly, it is the intention of Landlord and Tenant that the plans for both the initial Landlord's Work and the Tenant's Work be finalized within ten (10) days following the Commencement Date. The parties acknowledge that Landlord's Work and Tenant's Work will, in all likelihood, be performed simultaneously in the Premises, and Landlord and Tenant hereby agree to cooperate in good faith to minimize any interference with the performance of the other party's work.

2. During Tenant's construction of the Tenant's Work, Landlord and its consultants and architect will have access to the Premises for the purpose of monitoring the construction of the Tenant's Work and ensuring their compliance with the Final Plans and the requirements of this Lease. Landlord and its consultants and architect will not interfere with Tenant's or its contractors' construction of the Tenant's Work, except to the extent reasonably necessary to ensure such compliance.

3. The Tenant's Work shall be completed in a first class workmanlike manner, using only new materials, fixtures and equipment, and shall be performed by reputable contractors and subcontractors who are licensed to conduct business in the jurisdiction in which the Premises are located. The performance of the Tenant's Work shall be subject to all contractor and construction rules, regulations and guidelines established by Landlord and delivered to Tenant in writing prior to commencement of Tenant's Work.

4. Tenant shall undertake all commercially reasonable measures necessary to ensure that the performance of Tenant's

Work does not unreasonably disturb other tenants in the building or Landlord's operation of the Project. If Tenant's Work unreasonably disturbs other tenants' use of their premises in the building or interferes with Landlord's ability to operate the Project, then Landlord shall notify Tenant of the same and Tenant shall immediately take reasonable steps to eliminate such disturbance and/or interference.

5. Prior to commencing any work with respect to such Tenant's Work, and thereafter until the same are completed, Tenant shall obtain and maintain and/or cause Tenant's contractor to obtain and maintain insurance against: claims under workmen's compensation and other employee benefit acts, with limits not less than \$500,000.00; claims for damages because of bodily injury, including death, to said contractor's employees and all others, with a single limit of at least \$2,000,000.00 per person and per occurrence; and damages to property with limits of \$2,000,000.00. All such coverages shall be maintained with such companies as Landlord reasonably requires. Such contractors and subcontractors must provide Landlord with certificates of insurance prior to commencement of work, and such certificates shall list Landlord and its managing agent and any mortgagee of Landlord as additional insureds.

6. Throughout the period during which any such Tenant's Work is being performed, Tenant and Tenant's contractors shall: (1) keep the Premises, the building in which the Premises are located, the Project and all areas adjacent thereto (other than the Staging Area, hereinafter defined) free of debris, refuse, equipment, materials and personal property, and (2) initiate, maintain and comply with all reasonably necessary safety precautions and programs in connection with the work.

7. Immediately upon the completion of the Tenant's Work: (i) Tenant shall remove and cause Tenant's contractors and any subcontractors to remove any and all debris, refuse, equipment, materials and personal property left on the Premises, in the building, on the Project or any area adjacent thereto, and (ii) Tenant shall deliver to Landlord full and complete lien releases executed by all of Tenant's contractors, subcontractors and materialmen which performed work or provided materials and a certificate of occupancy (or local equivalent) in connection with such Tenant's Work.

F. Tenant will bear all costs relating to the Tenant's Work, including: (1) the cost of architectural and engineering fees, if any, relating to the Improvements, including: (i) the architectural fees related to the preparation of all drawings,

(including CAD drawings) plans and specifications (collectively, "plans"); and (ii) any reasonable, third party architectural and engineering fees which Landlord incurs in connection with reviewing any portion of Tenant's plans that affect the structural portions of the Building or any Building MEP systems, such costs not to exceed \$750; and (2) all costs and expenses incurred in the construction of Tenant's Work over and above the Landlord's Work (collectively "Tenant's Costs").



EXHIBIT "C-1"

LANDLORD'S AND TENANT'S WORK

EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

LAB Realty Advisors, LLP

PROJECT:

Corner Bakery LL Work (Exhibit "B")

DATE:

1/19/2007

AREA OF PREMISES:

3,600 SF

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
1	Division 1: General Requirements									
2	1. Landlord shall deliver a complete set of lease space and center									
3	1. Landlord shall deliver a complete set of lease space and center including architectural, mechanical, electrical, plumbing, structural, and civil engineering drawings and specifications for the design of the lease space for tenant's use. These documents are to include but not limited to the following: provide both in electronic file format (AutoCAD files) as well as full size hard copy	\$ 2,000.00	LS	1	\$ 2,000.00	Yes				LL has delivered all copies of plans in its possession and the CAD file. LL will furnish CAD upon completion of LL work.
4	2. Provide a comprehensive list of all consultants, contractors and contacts used in the construction and development of the center.									LL will do.
5	3. Customer approval by tenant, planning and building or other governing agency for seven days a week operation of a restaurant as a continuing basis								X	LL cannot guarantee. T to verify and obtain use permit.
6	4. Provide tenant with any and all applicable regulations, both governmental and owner generated criteria, which may be in place with regards to the lease space that may impact building signage, architectural design, code or timing regarding the lease space.								X	LL to provide new signage plan, which is in the final stage of revisions. T to obtain applicable regulations and LL cooperate.
7	5. Certify that the entire demised premises are free and clear of all hazardous materials, and shall be responsible for the removal and remediation of any hazardous materials existing at the demised premises. Landlord to provide certification that any hazardous materials were removed in compliance with all applicable laws. Landlord will deliver a letter of indemnification to the tenant, holding the tenant harmless from any environmental consequences affecting the premises not caused by the tenant.						1/20/2007		X	LL will furnish existing environmental reports in conjunction with T due diligence. LL will clean up any hazardous materials found. LL cannot guarantee T with respect to environmental (or any other) matters.
8	6. Landlord shall work with tenant to allocate a designated staging, temporary construction office and loading area adjacent to the demised premises for the construction of the lease space.									OK. Area adjacent to space.
9	7. Provide construction barricades if required.	\$ 500.00	LS	1	\$ 500.00					OK
10	8. Provide temporary phone service, water, and 200 amp electrical service for tenant's use during construction of demised premises.	\$ 2,000.00	LS	1	\$ 2,000.00					OK
11	9. Provide access to adjacent lease spaces, both horizontally and vertically for necessary installation and maintenance of tenant's equipment.									OK. However, T will provide notice, restore to original condition, and hold harmless and indemnify LL for any damages resulting from Access to freight elevator only.
12	10. Provide at no cost to tenant, full, unregulated access to elevators / lifts if the demised premises are located in a multi story building and service court and / or delivery area is on a separate level.									OK
13	11. Landlord will be responsible for obtaining any permits for air space use if demised premises overhang beyond property lines.									OK
14	Division 2: Demolition									
15	1. Demolish and remove all existing interior features including, but not limited to: partition walls, doors, movable and built-in fixtures, furniture, equipment, floor finishes, ceiling grid and lighting, HVAC ductwork, plumbing fixtures, electrical panels, etc. After demolition, the entire tenant space must be "broom clean" throughout.	\$ 4.50 per sf	sf	3,600	\$ 15,750.00					OK
16	2. Remove and dispose of any signage at Premises from prior tenant and any other signage on the exterior of the building and / or part wall(s) as necessary to remove markings or decorations from the exterior of the building.	\$ 2,000.00	LS	1	\$ 2,000.00					OK. LL Contingency
17	3. Any penetrations through existing fire rated walls or removal of any existing fireproofing shall be replaced and repaired to meet current code conditions.	\$ 2,000.00	LS	1	\$ 2,000.00					OK. LL contingency

EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

L&B Realty Advisors, LLP

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 3,500 SF

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
19	4. For existing post-tensioned concrete slabs, the Landlord shall provide x-rays for areas designated by tenant. Slab removal is to be performed by tenant and not by Landlord. Landlord to provide x-rays for the tenant's final construction documents.	\$ 150.00	per X-ray	50				\$ 7,500.00		T to obtain x-rays based on proposed premises layout.
20	5. For existing concrete slab-on-grade conditions, slab removal is to be performed by the Landlord for areas designated by tenant for the benefits and construction documents.									Not applicable.
21	2. Division 2: Site Work									
22	1. With the exception of Paving, Landlord to be responsible for design, installation and maintenance of all landscape, irrigation, parking lot and hardscape improvements required by local code or ordinance as a condition of Tenant's occupancy and use.									Exterior improvements delivered by LL to T in "as is" condition. All exterior improvements to patio area to be by T.
24	2. All points of egress (including secondary emergency exits service entrances from the lease space) must comply with state and local codes and all ADA standards									OK
25	3. All ADA accessibility standards in public areas and access(es) to the demised premises from the public right of way must be met by the Landlord.									OK
26	4. Provide reserved parking spaces, minimum of 45 spaces designated for 45-minute short-term parking for 70 Go-Shop and 3 spaces for managers and/or catering vans. Additional parking for guests to include 1 dedicated parking space per 50 gross square feet of total lease space.									LL to provide 75 reserved CP Retail spaces in the P2 level of the on-site subterranean parking garage. LL to pay rent for LL for reserved spaces. LL to provide 45 reserved spaces per space per month in yrs 1-5, \$110 per space per month in yrs 6-10, \$128 per space
27	5. Rear delivery door must be accessible by trucks for loading and unloading, including a clear pathway of 5' wide from receiving door to loading and unloading area. A sidewalk or other accessible means shall be in place from the street to the delivery entrance. Access must be level or via an ADA compliant ramp (if required); no stairs.									OK
28	6. Exterior trash enclosure shall be located within 50 feet of rear service door with lighting in accordance with Division 16, with 24-hour access. Location to be approved by tenant and tenant's local waste recovery company and in compliance with local trash dumpster criteria. Enclosure shall be adequate to accommodate the waste and air-rotate debris and non-flammable yard refuse and debris. Enclosure shall be equipped with potential daily pickup. Both dumpsters to be within a single enclosure.									NO. T must use trash compactor located on CP II loading dock. A specific provision will be included in the lease prohibiting T from moving any trash through the office lobby.
29	7. If no dedicated exterior trash enclosure is possible, then tenant shall provide enclosed trash storage area for Tenant's use, 24 hours a day 7 days a week. Trash shall be removed from premises daily by Tenant Landlord.									LL to provide 24/7 access to trash compactor in CP II Loading dock via security officer providing access. Trash shall be removed from premises daily by T.
30	8. Parking lot lighting to be under tenant's control. Parking lot lighting to be operable during all after dark hours of operations of premises by tenant, with lighting in accordance with Division 16									Parking lot lighting is on from dusk until dawn.
31	9. Exterior enclosures shall be located outside of demised premises to be accessible to the public. Enclosures shall be located outside of demised premises to be accessible to the public. Enclosures shall be located outside of demised premises to be accessible to the public. Enclosures shall be located outside of demised premises to be accessible to the public.									Not applicable. Items to be located in parking garage. Trash can wash area TBD.
32										
33	3. Division 3: Concrete									

EX - LANDLORD WORK (EX B)
LL Work Comments 1-25-07-28

1/15/2007
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EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

L&B Realty Advisors, LLP

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 3,800 SF

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
34	1. All floor areas of stores must support a min. live load of 100 PSF. - Confirmation from a structural engineer will be provided if requested by Tenant.	\$ 3,000.00	LS	1	\$ 3,000.00					OK. However, LL needs to engage Structural engineer to verify.
35	2. Entire demised premises must be on one level (unless agreed to otherwise by tenant) with no level changes. Floor area must be level within 1/8" per 12'-0". With an overall maximum difference between high and low points of 1/4". Free of surface imperfections, cracks, holes and gouges and ready for finish. All concrete surfaces must be clean, smooth, direct plus vinyl flooring, ceramic tile and quarry tile. If level tolerances stated above are not met, landlord will replace or float floor with concrete leveling material to achieve required tolerances.									LL to deliver floor in "as is" condition, except that the corner area at the windowline will be leveled to match remaining floor conditions.
36	3. If landlord does not provide slab removal, then tenant will be permitted to saw cut existing slab and place any new units at all locations required by tenant within the demised premises.									OK. With LL approval of plans.
37	4. If post tension slab exists, landlord Tenant shall provide slab x-rays and penetration locations necessary for the installation of all utilities and items to be provided by landlord and/or tenant, that are located under slab.									Slab is poured in place structural and post-tension, and Tenant to provide proposed locations for penetrations, and obtain all x-rays required.
38	5. Division 5: Metals / Structural Framing.									
40	1. Bottom of all roof joists and or beams shall be a minimum of 12'-6" AFF (above finish floor). Additionally, the space between the bottom of joist and or beam roof framing structure and finish ceiling shall be a minimum of two and half feet.									The existing AFF clearance in the premises is 13'-5", which meets condition.
41	2. Roof structure shall accommodate the required tenant HVAC equipment. Each unit weighs approximately 1,500 lbs. The exact quantity and location of roof mounted units will be provided during tenant's construction documents process. Tenant assumes no additional structure will be required.									Roof is not applicable for remote refrigeration as it is 11 floors up. HVAC units would have to be located in the parking garage, which is OK with LL.
42	3. Roof parapets shall be a minimum of 3'-0" high or of sufficient height to conceal roof top HVAC units and remote refrigeration units, whichever is greater. Landlord shall provide any additional screening of the HVAC units if required by the local permitting authority.									Not applicable (see previous comment)
43	6. Division 6: Wood & Plastics									
45	1. If premises is constructed of wood framing landlord shall provide Certificate for treatment against termites.									Not applicable. No wood framing.
46	7. Division 7: Thermal & Moisture Protection									
48	1. Provide minimum R-19 wall insulation in demising and exterior perimeter walls									LL shall deliver "as is".
49	2. Provide minimum R-20 roof insulation. Roof insulation is performed to be installed on top of the roof deck.									Not applicable.
50	3. Provide roofing system with equipment eavelets, reasonable roof access, roof penetrations, roof eavelets, roof mechanical equipment, ventilation, isolation curb for all HVAC and RTU equipment. Landlord will provide coordination with existing connections between building facade, roof curbs, penetrations and eavelets eavelets.									Not applicable.
51	8. Division 8: Doors & Windows									
52										

EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

L&B Realty Advisors, LLP

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 3,500 SF

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
53	1. Provide a secondary emergency exit, if required by code, shall be 3'-0" x 7'-0" door with door hardware to meet tenant requirements, in rear of space or along one side of demised premises. Location to be specified by tenant.	\$ 8,000.00	LS	1	\$ 8,000.00					Two doors exist. A new entry is included as part of LL work to relocate the entrance from the corner to the T preferred location.
54	2. Provide a delivery door a minimum of 3'-6" x 7'-0" hollow-metal-deer-and-frame, with door hardware to meet tenant requirements, at the rear delivery area. Location to be per tenant's construction documents. Door access must meet ADA, any state and local code accessibility requirements. If the secondary emergency exit serves the dual purpose as delivery door, door size shall be a minimum of 3'-6" x 7'-0".	\$ 65,960.00	LS	1	\$ 65,960.00					LL will provide existing double glass door, which is 3'0" x 7'0"
55	3. Provide storefront system with pair of 3'-0" x 7'-0" entry doors and window glazing to be insulated glass, low 'E', and shall be non-flammable. Existing brick knee wall to 6'-0" A.F.F. Storefront system to be weather tight with all applicable sealants, flashings, sheathing, base flashing and waterproofing.									LL will deliver storefront according to existing conditions. # reflects budget pricing to create corridor and restore previous entry to consistent conditions.
56	4. Tenant shall be identified to replace any existing entry doors with all light wood entry doors, typical of brand identity.									NO. Entrance doors to be uniform with existing building standard consistent with the entire project.
57	8. Division 8: Drywall / Finishes									
58	1. Provide and certify compliance with demising wall rated, per code. Existing walls shall be removed and replaced with minimum R-19 partition walls. Existing walls shall be removed and replaced with 1/2" type X gypsum board on both sides of studs, to be taped, sanded and sealed and paint ready to deck in accordance with applicable code requirements	\$ 95.00	LF	70	\$ 6,650.00					OK. By LL. Includes construction of interior hallway between lobby and entrance to T. Premises.
59	15. Division 15: Mechanical & Plumbing									
60	1. General requirements									OK
61	a. All water, sewer, natural gas, etc. shall be delivered to the demised premises in compliance with all applicable codes at locations indicated on tenant's construction documents. Landlord will provide any required manifolds, risers and meters.	\$ -	LS	1	\$ -					OK
62	b. Landlord shall be responsible for any and all initial utility service connection charges, including but not limited to any impact fees and tap fees related to the premises.	\$ 10,000.00	LS	1	\$ 10,000.00					OK
63	c. All utilities are to be sub metered directly to the tenant. If utilities are to be billed through the landlord then landlord will be responsible for any sub metering and tenant will not be charged more than fair market rate based on sub meter reading	\$ -	LS	1	\$ -					OK
64	d. Tenant will not be required to install additional equipment such as but not limited to: heat pump, exhaust fans, scrubbers, booster pump, heat exchangers, boilers, fan coil units, chillers, condenser, meter, electric, flow transmitters, heat exchanger, etc.	\$ -	LS	1	\$ -					OK. However, T will have to order new meters for electric and gas service. The rest of the equipment identified here is entirely dependent on T design. LL does not accept T will need its own self-contained system (GLYCOL). T cannot use building condenser.
65	e. When applicable, chilled water, hot water, condenser water and return shall be available for 365 days a year, 24 hour continuous use by tenant. Landlord shall be responsible for any metering required on landlord provided chilled water, hot water, condenser water systems used by tenant.	\$ -	LS	1	\$ -					
66	2. Provide 4" sanitary waste line with 4" vents stub-outs for tenant's plumbing fixtures shall be stubbed into the demised premises by landlord in location that is accordance with tenant's construction documents. Lines shall be located 2'-0" below top of floor slab.	\$ 5,000.00	LS	1	\$ 5,000.00					

EX - LANDLORD WORK (55 B)
LL Work Comments 1/25/07 AB

11/15/2007
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L&B Realty Advisors, LLP

Corner Bakery LL Work (Exhibit "B")

2006/07
Former BA

2006/07
Former BA

1/19/2007 3:50 PM

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Data Due Completed?	Tenant Cost	Tenant Due Difference	Comments
68	Provide 4" grease waste line with 4" vents stub out in demised premises, connected to grease trap / intercepter, size as required by code in location outside of demised premises by landlord in location that is accordance with tenant's construction documents. Lines shall be located 2'-0" below top of floor slab.	\$ 5,000.00	LS	-	\$ 5,000.00				
70	Provide 2" water supply line with 35 to 40 PSI minimum and dedicated meter.	\$ 3,000.00	LS	-	\$ 3,000.00				
71	Supply a 25' low pressure natural gas service at 1200CFH with dedicated meter.	\$ -	0 lba	-	\$ -				Washington Gas will provide at no cost to LL or T.
72	HVAC Requirements:								OK. Must have TV's construction plan to bid.
73	a. Landlord shall provide heating and cooling system that is site specific designed, by registered mechanical engineer.								At the tenant.
74	b. Landlord shall provide any fresh air intakes as required by HVAC design.								not part of restaurant shell
75	c. Heating shall be provided by natural gas-fired-system.								not part of restaurant shell
76	d. Ceiling shall be a three-zoned system with a cooling capacity of 1-ton for every 100 square feet of lease space.								not part of restaurant shell
77	Rooftop water: Provide RTU units; roof curb round isolation curb on roof.								not part of restaurant shell
78	Split System: Provide location for required condensing units. The distance between the condensing units and the air handling units within the demised premises shall not exceed 400'. Landlord shall provide location with adequate airflow to allow condensing unit to operate properly. Tenant shall approve this location. Landlord shall coordinate with the contractor to ensure that the minimum required dimensions. This information shall be provided to landlord during tenant's construction phase.								not part of restaurant shell
79	Hydronic Systems: Provide chilled water or condenser-water supply and return stub-out with fire-rated penetration immediately during construction of building. Location to be verified by the contractor. Tenant operating hours. Location to be verified by the contractor. Landlord shall provide a source of heating, either steam and condensate or hot water supply and return with stub-out located within the demised premises in accordance with the tenant's construction documents. This information shall be provided to landlord during tenant's construction phase.								not part of restaurant shell
80	Provide roof mounted exhaust fans for restrooms, kitchen exhaust hood and dish machine as required by tenant's construction documents.								not part of restaurant shell
81	Provide a fire suppression system, which required by code, it is actively to include, but not limited to alarm, flow monitor, backflow preventer, flow systems, main building system connections and fire sprinkler systems (sprinkler heads are new and to meet current codes requirements) as required by code for tenant occupancy and use. Fire alarm to be located outside of demised premises or in separate room not considered part of the leaseable area. Provide all work necessary for finished tenant improvements including, but not limited to shop drawings, installation of drop and head locations including all adjustments for new ceiling heights. All work to be coordinated with tenant and included as part of the shell construction. System shall be installed into the Subcontractor's existing system.								not part of restaurant shell
82	Provide roof space shall for tenant's remote refrigeration equipment, including roof penetrations to service walk-in cooler / freezer and / or ice machine.								Roof distance is too far. Equipment must be placed in garage.

EX - LANDLORD WORK (Ex B)
LL Work Comments 1-25-07.xls

11/15/2007
Page 5 of 8



L & B Realty Advisors, LLP

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 3,500 SF

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
10.	Provide, if required by code, a smoke extraction system that is in accordance with the minimum requirements of the applicable code with all applicable code. System shall have sufficient exhaust capacity to demised premises in order to comply with all codes. Landlord shall provide all fans, ducts and controls to the demised premises.	\$ 207,000.00	LS	1	\$ 207,000.00					not part of restaurant shell
11.	Provide in case of a multi story building, required exhaust ducts, fire rated shafts with sealed joints, from demised premises to point of termination on roof and in conformance with all applicable codes.									
16. Division 16: Electrical										
1. General requirements										
a.	All electrical, telephone, data, etc. all shall be delivered to the demised premises in compliance with all applicable codes at locations indicated by tenant on tenant's construction documents. Landlord will provide any required electrical transformers, main disconnects, main switch gear, and meters.	\$ 10,000.00	LS	1	\$ 10,000.00					LL will provide service to a point within the demised premises only.
b.	Landlord shall be responsible for any and all initial utility service connection charges, including but not limited to any impact fees and tap fees related to the premises.	\$ -	LS	1	\$ -					No cost to LL
c.	All utilities are to be sub metered directly to the tenant. If utilities are to be billed through the landlord then landlord will be responsible for any sub metering and tenant will not be charged more than fair market rate based on sub meter reading.	\$ 26,000.00	LS	1	\$ 26,000.00					
2.	Electrical services shall be 60amps - 120V / 208V - 3 phase for lease areas under 4,000. Electrical service is to be fully transformed, terminated and metered to panels inside of the demised premises. If service other than 120V / 208V is provided, landlord shall cover the costs for any additional meter, transformer, and associated electrical work or other required equipment below ceiling of demised premises.	\$ 2,500.00	LS	1	\$ 5,000.00					
3.	Provide telephone 2" PVC underground conduit or 2" thin wall steel conduit for above slab application, which can handle 8 pair, 24 gauge telephone cable and put wire, 7 ftus capacity to be stubbed into space per tenant location.	\$ 10,000.00	LS	1	\$ 10,000.00					The \$10,000 LL cost is to upgrade the base building fire panel ONLY. All fire alarm costs inside the premises to be by T, as the design will dictate cost.
4.	If required by code, provide a fire alarm system in its entirety which includes, but is not limited to: alarms, panels, strobes, horns, detectors, and main building system connections as required by code for tenant occupancy and use. Landlord shall provide telephone connection and monitoring service for building and 7 or multiple tenants.	\$ 3,000.00	LS	1	\$ 3,000.00					Provided roof access agreement is executed and T pays a monthly roof access fee (typically \$400 per month)
5.	Landlord will allow tenant to install all necessary conduit required for cable / satellite television service through a satellite dish to be located on roof or on exterior elevations if required.									The existing lighting level under the soffits is somewhat low. LL will upgrade to 2.0 foot candle requirement along Wilson Blvd. Garage will remain "as is".
6.	Provide adequate lighting in all exterior areas (2.0 foot-candles minimum maintained.) for 24-hour safety of customers and tenant's employees.									
SUBTOTAL COST FOR LL WORK										
	General Contractor General Conditions	\$ 3,500.00	per week		\$ 391,860.00					
	General Contractor Overhead and Profit	10.0% of cost			\$ 21,000.00					
	SUBTOTAL COST including contractor				\$ 41,286.00					
	Construction Management (CM-C)	3.0% of cost			\$ 454,146.00					
	GRAND TOTAL FOR LL WORK				\$ 13,624.39					
					\$ 457,770.39					
					\$ 133.65					

EX - LANDLORD WORK (Ex B)
LL Work Comments 1-25-07.xls

EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

LAB Realty Advisors, LLP

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 3,900 SF

Divisions	Description - Requirements of LL	Cost per unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Due Diligence	Comments
103	1. Division 1: General Requirements								
104	1. Landlord recognizes that tenant may construct improvements to the demised premises with a unique design and appearance to further the "Corner Bakery Café" brand identity.								Subject to LL approval of T Design for the exterior of premises
105	2. Tenant has the right to competitively bid all construction work related to the lease space. Any contractor required to be used in the construction of the lease space by the landlord must establish a fair market value cost that is within 5% prevailing rates and costs.								OK
106	3. Tenant shall not be restricted in the hours during which construction of the demised premises is to be performed. Tenant will take reasonable care to minimize noise impact to adjacent tenants and operating establishments.								T will not core drill or hammer drill during office business hours between 7:30 am and 5:00 pm Monday through Friday.
107									
108	2. Division 2: Site Work - Patio								
109	1. Tenant will be allowed to use portions of sidewalks and areas immediately adjacent to the demised premises for patio seating.								Subject to LL approval of Exhibit "A" to LOI
110	2. Tenant shall be permitted to provide patio furniture that includes tables, chairs, umbrellas, outdoor stands, trash receptacles, serving stations and bussing stations as well as outdoor wait benches.								OK
111	1. Tenant will provide if required or at tenants option a patio rail to define the patio seating area for patrons of Corner Bakery Café.								OK
112									OK
113									OK
114	10. Division 10: Signage								
115	1. Tenant shall be permitted to display the maximum area of exterior signage allowed by the local governing agency codes and ordinances, as well as landlord criteria. Signage shall maintain corporate identity and prototypical design (including colors, fonts, and logo and design images) per registered trademark and logo. Signage can include building facade signage, awning signage, marquee signage, and neon signage. Tenant has the right to periodically update building signage with new designs that reflect the concepts flavor brand identity.								Subject to LL prior approval of exterior design (anticipated prior to execution of lease)
116	2. Window graphics on main entry doors and signage on windows with white letters and graphics will be permitted.								OK
117	3. When available tenant shall have option to include signage on pole sign or top position on 3rd component or sign - tenant requests the top position and to maintain corporate identity (including colors, fonts, and logo and design images) with all shared signage.								OK
118	4. Tenant shall be permitted to erect awnings that are black and white strip in appearance								OK
119	5. Tenant will be allowed to display the following temporary signage for a period commencing four weeks prior to opening and for four weeks after opening:								OK
120	a. Inside storefront windows - four 36" x 48" "Coming Soon" photo posters and one 24" x 36" "Now Hiring" black and white poster.								OK

EXHIBIT D. SCOPE AND BUDGET FOR Corner Bakery LL Work (Exhibit "B") Project

COLONIAL PLACE (2111 Wilson Blvd., Inc.)
Arlington (Arlington County), VA



LAB Realty Advisors, L.P.

PROJECT: Corner Bakery LL Work (Exhibit "B")
DATE: 1/19/2007
AREA OF PREMISES: 2,500 SF

Divisions	Description - Requirements of LL	Cost per Unit (\$)	Unit	Units	Total LL Cost	Completed?	Date Due	Tenant Cost	Tenant Due Diligence	Comments
128	b. On exterior of building elevations—up to two "New-Ming"-and two "New-Open"-ad-ways banners.									NO.
129	c. On site within center—up to four "New-Ming"-yard signs.									NO.
130										
131	15 Division 15: Mechanical and Plumbing									
132										
133	1. General requirements:									
134	a. Tenant will be responsible for extending all utility services within the premises.									OK. Subject to LL approval of penetration areas.
135	b. Tenant will be responsible for extending and discharging the HVAC and exhaust ductwork from the main supply within the premises and installing associated localized controls.									OK
136										
137	15 Division 15: Electrical									
138	1. General Requirements									
139	a. Tenant will be responsible for extending all utility services within the premises.									OK
140										

EXHIBIT "C-2"

APPROVED PLANS

[TO BE ADDED UPON LANDLORD AND TENANT APPROVAL]



EXHIBIT "D"

STATEMENT SPECIFYING COMMENCEMENT DATE
AND TERMINATION DATE

The parties agree that notwithstanding anything to the contrary contained in the Lease, the Commencement Date for CBC Restaurant Corp., leasing 4,491 sq. ft. of space in Suite 111 on the first floor of Colonial Place I, 2111 Wilson Boulevard, Arlington, VA, is May 17, 2008, and the Termination Date is May 31, 2018.

LANDLORD:

ATTEST:

2111 WILSON BOULEVARD, INC.,
a Florida Corporation

By: Mark P. Faraldo

By: [Signature]

Name:

Mark P. Faraldo
President

Name:

Eric R. Smith
Vice President & Asst.
Secretary

Title:

Title:

Date:

6-9-08

Date:

6-9-08

TENANT:

ATTEST:

CBC RESTAURANT CORP.
a Delaware Corporation

By: Robert W. Hartmann

By: [Signature]

Name: Robert W. Hartmann

Name: *Blake A. Bernet*

Title: V. P.

Title: S.R. V. P.

Date: 6-3-08

Date: 6-3-08

EXHIBIT "D"

STATEMENT SPECIFYING COMMENCEMENT DATE,
RENT COMMENCEMENT DATE AND TERMINATION DATE

The parties agree that notwithstanding anything to the contrary contained in the Lease, the Commencement Date is _____, 20____, the Rent Commencement Date is _____, 20____ and the Termination Date is _____, 20____. The Net Rentable Area of the Premises is _____. Tenant's Share is _____. Base Rent payable during the Lease Term is as set forth in the following schedule: _____.

LANDLORD

TENANT



EXHIBIT "E"

PARKING

A. Landlord is "Landlord" and Tenant is "Tenant" under that certain Lease (the "Lease"), wherein Tenant leased from Landlord certain premises located in Landlord's building (the "Building") in Arlington County, Virginia, commonly known as Colonial Place I, located at 2111 Wilson Boulevard.

B. Landlord will designate thirty (30) parking spaces (the "Customer Spaces") on the P2 lower level of the Building's parking garage (the "Garage"), as shown on the diagram attached hereto as Exhibit E-1, for use by Tenant's customers and customers of the adjacent retail space. In addition, Landlord hereby grants and/or will cause Central Parking, which party is responsible for administering the Garage (the "Garage Operator"), to grant to Tenant and its employees the right to use up to seven (7) unreserved spaces (the "Employee Spaces") located inside the Garage. A breach by Central Parking of Tenant's rights granted hereunder shall be deemed a breach by Landlord. Tenant's customers will receive a parking ticket upon entry into the Garage. Tenant's customers shall be entitled to up to three (3) hours complementary parking in the Customer Spaces, subject to reasonable rules and operating hours. Tenant's customers shall receive their parking validation from the Tenant and then the customers will then provide a validated parking ticket to the cashier upon exiting the Garage. Landlord reserves the right, after consulting Tenant, to reasonably modify the validation program described above if such modification better achieves the Landlord's and Tenant's intent regarding parking as outlined in this Lease. Any such modification shall not materially and adversely affect Tenant's use of the Premises. In addition, Landlord will designate three (3) spaces (the "Surface Lot Spaces") in the surface parking lot adjacent to the south side of the building known as Colonial Place II, which is located at 2101 Wilson Boulevard for use by Tenant's delivery vans (said vans may be parked overnight). The Customer Spaces, Employee Spaces and Surface Lot Spaces are collectively referred to herein as the "Spaces."

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Landlord hereby grants Tenant a right to use the Spaces during the Lease Term (terminating upon any earlier termination of the Lease for whatever reason) for parking motor vehicles.



2. Tenant agrees to pay to Landlord "Parking Rent" (herein so called) of \$16,000.00 annually, payable monthly in advance in the amount of \$1,333.33 per month together with Tenant's Base Rent obligations under the Lease, for the use of the Spaces. The Parking Rent shall be increased by three percent (3%) per Lease Year. The Parking Rent shall be deemed to be Additional Rent under the Lease.

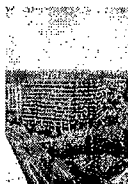
3. All motor vehicles (including all contents thereof) shall be in the Garage at the sole risk of their owners and Tenant, and Landlord is not responsible for the protection and security of such vehicles. Neither Landlord nor Landlord's Agents has any liability for any property damage or personal injury arising out of or in connection with said motor vehicles (unless arising out of the gross negligence of Landlord or Landlord's Agents).

4. This Agreement does not create a bailment between the parties hereto, it being expressly agreed that the only relationship created between Landlord and Tenant hereby is that of right grantor and right grantee.

5. In its use of the Spaces, Tenant will follow all applicable Building and Garage Tenant Rules and Regulations. Upon the occurrence of a material and uncured breach following reasonable written notice of any applicable Rules and Regulations, failure to pay the Parking Rent or Tenant's Default under the Lease, Landlord will be entitled to terminate this Agreement, in which event Tenant's right to utilize the Spaces will cease.

6. If a material portion of the Garage is damaged by fire or other casualty, or taken by eminent domain (or deeded in lieu thereof) then Landlord will both (i) proceed to restore the Garage and provide Tenant, at comparable cost to the Parking Rent, with alternative parking during such restoration period, or (ii) either restore the Garage, or provide Tenant, at comparable cost to the Parking Rent, with alternate parking which is reasonably equivalent throughout the remainder of the Lease Term. The parties hereby agree and acknowledge that the rights granted to Tenant with respect to the Spaces is a material part of the bargain of the Lease and that in the event Landlord cannot supply Tenant with the Spaces or other reasonably equivalent parking arrangements as contemplated hereunder, Tenant shall have the right to terminate this Lease.

7. Intentionally Deleted.



8. With respect to the Employee Spaces only, to further ensure that only those parties leasing spaces in the Garage are utilizing such parking spaces, Tenant will provide Landlord and Garage Tenant with a complete list of the names of all of Tenant's employees and the corresponding license plate numbers their vehicles. Tenant will update the list, as reasonably necessary, upon request. ~~If any vehicle not designated on Tenant's list is found in the Employee Spaces or~~ If any vehicle on Tenant's list is parked in an unauthorized space or location, Landlord or Garage Tenant is hereby authorized to have the vehicle towed at Tenant's expense. Tenant hereby agrees to pay any such towing cost upon demand. Notwithstanding the foregoing, Landlord agrees to use reasonable efforts to notify (and to request that Garage Tenant use reasonable efforts to notify) Tenant prior to any such towing and provide a reasonable opportunity for Tenant to rectify such improper conduct, except that no such notice shall be necessary after the 2nd such event in any six (6) month period.

Handwritten initials:
ZMS
LL
BB
TE

9. Landlord hereby grants to Tenant the right to use a portion of the area where the Customer Spaces are located as a staging area during the construction of the Tenant's Work. Tenant shall have access thereto at all times (24 hours, 7 days a week). The size of such staging area shall be as set forth on Exhibit E-2, attached hereto and incorporated herein by this reference.



EXHIBIT "E-1"

CUSTOMER SPACES

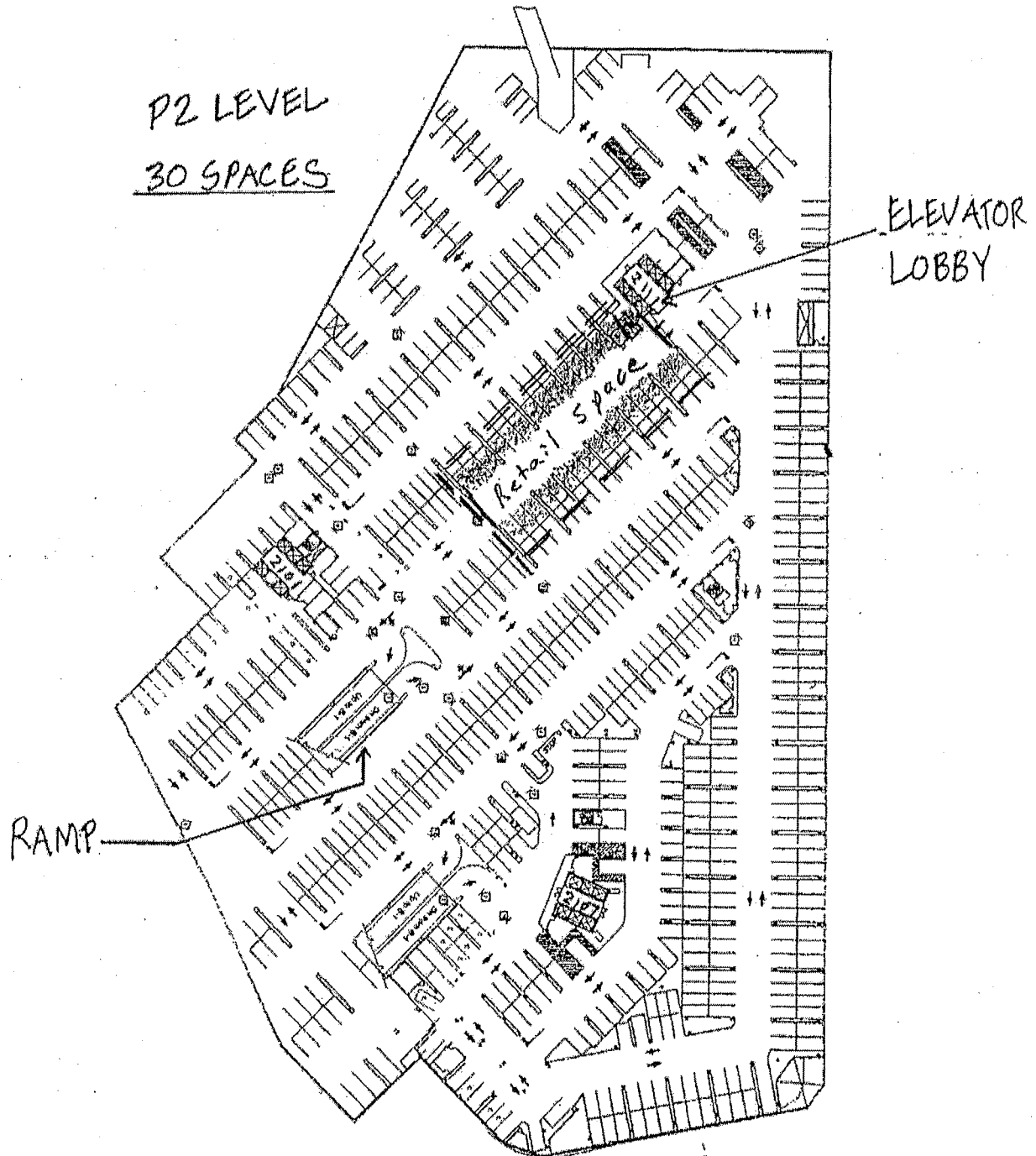


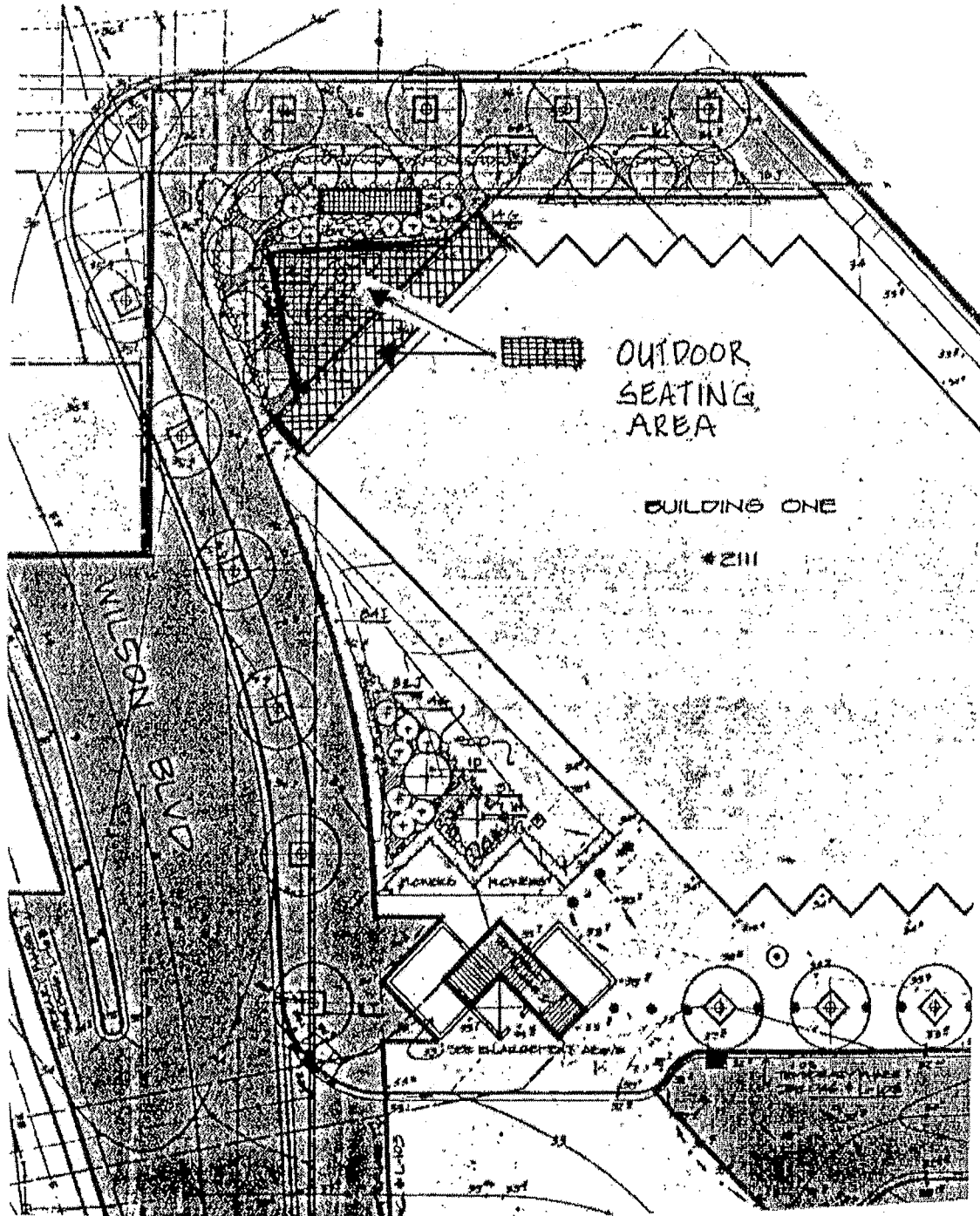
EXHIBIT "E-2"

STAGING AREA



EXHIBIT "F"

OUTDOOR SEATING AREA



ADDENDUM TO LEASE

This Addendum is attached to and made a part of the Lease Agreement bearing an effective date of November 26 2007, by and between 2111 Wilson Boulevard, Inc., a Florida corporation, as Landlord, and CBC Restaurant Corp., a Delaware corporation, as Tenant. The terms and provisions of this Addendum shall control over anything to the contrary contained in the Lease and shall apply notwithstanding any contrary terms and provisions set forth in the Lease.

1. Unique Trade Dress; Signage. Landlord recognizes that Tenant may wish to make alterations to the Premises from time to time consistent with a unique design or appearance to further its "Corner Bakery Cafe" brand identity and agrees it will not unreasonably withhold its approval for such unique design or appearance, including, without limitation, alterations to the awnings, sign package (including design, number and location), site plan, Outdoor Seating Area plan and elevations, subject to Landlord's signage plan and compliance with applicable governmental authorizations. Landlord further agrees that Tenant may, at Tenant's option, make cosmetic modifications to the Outdoor Seating Area, including, but not limited to, the addition of railings or planters, tables, chairs, umbrellas, heaters, lights, serving stations and/or bussing stations.

2. Operating Expense Exclusions. The following items are specifically excluded from Operating Expenses and may not be passed through in any manner to Tenant:

- (a) Costs with respect to the foundation or structural or load-bearing walls;
- (b) Any subsequent capital renovation or addition (including new parking areas and including any other improvements or expenditures required to comply with any governmental law or regulation which were applicable to the Building prior to the Commencement Date);
- (c) Administrative expenses of Landlord, such as executive salaries (other than personnel below the management level used in direct Common Area management and maintenance activities and then only to the extent such personnel spends time on such activities);
- (d) Landlord's general off-site overhead, initial construction and landscaping costs;
- (e) Advertising expenses;
- (f) Real estate commissions;
- (g) Leasing salaries and expenses;
- (h) Bonuses to employees;

(i) Landlord's legal fees attributable to any matters concerning any tenant's lease in the Building or Project; and

(j) Charges relating to individual leases other than this Lease (including, without limitation, any such Tenant's failure to pay its proportionate share of Operating Expenses using the formula set forth in the Lease).

3. Intentionally Deleted.

4. Installment and Substitution Real Estate Taxes. With respect to any assessments which may be levied as part of Real Estate Taxes and are evidenced by other bonds or paid in annual installments or which may benefit the Building or Project for a period of more than one (1) year when said assessment is paid in a shorter period than the period of benefit (in which case the total amount paid divided by the number of years of benefit shall be deemed the annual installment amount), only the amount of such installment (with daily proration for any partial Lease Year) and statutory interest shall be included with the computation of Real Estate Taxes for the Lease Year in question. Tenant shall not be responsible for any sums due for interest or penalties which result solely from Landlord's failure to timely pay Real Estate Taxes. Taxes or assessments shall be regarded as being "in substitution" of or for Real Estate Taxes under the Lease and shall be included in the definition of Real Estate Taxes only if the substitution tax or such imposition is imposed solely on real property owners as a class or solely on commercial real property owners as a class, and then, only to the extent to which the substitution tax would be payable if the Building or Project were Landlord's sole property and the income from the Building or Project were the Landlord's sole income. Real Estate Taxes shall not include any sums owed by Landlord or assessed against the Building or Project or Landlord, whether as substitution taxes or otherwise, for franchise, gross margins, estate, inheritance, succession, capital stock or levy, transfer, income or excess profits tax.

5. Assignment and Subletting. Tenant shall have the right, without need of Landlord's consent, to assign the Lease to a legal entity which is the successor, by merger or otherwise, to all or substantially all of Tenant's assets or which obtains more than six (6) of Tenant's stores through one or a series of acquisitions. Furthermore, Tenant shall have the right to assign this Lease or sublet all or a portion of the Premises to (i) any franchisee of Tenant or of any Affiliate (as hereinafter defined), or (ii) any entity which controls, is controlled by or is under common control with Tenant (an "Affiliate"). No such transfer shall operate to release Tenant of liability under the Lease. In no event shall transfer of Tenant's common stock be deemed an assignment for purposes of the Lease. Upon assignment by Tenant to a franchisee and Tenant providing to Landlord notice address for such franchisee, Landlord hereby agrees to provide concurrent notice of default to each of Tenant and such franchisee.

6. Insurance Requirements of Landlord. At all times during the Term, Landlord shall keep all improvements within the Project, including, without limitation, the Premises, the Building and the Garage, insured, in commercially reasonable amounts, against loss or damage by risks now or hereafter embraced by "All Risks" coverages and against such other risks as Landlord from time to time reasonably may designate. At all times during the Term, Landlord shall also maintain

commercial general liability insurance against claims for personal injury, death or property damage occurring in or about the common areas of the Building and Project in an amount customary for similar properties in the surrounding region and in any event not less than that required by any mortgage to which the Building or Project is subject. Landlord shall also subscribe to the workers' compensation and employers' liability insurance plans covering all of its employees as required by a subscriber to the relevant statutes in the State in which the Premises are located.

7. Default by Franchisee. In the event any franchisee, licensee or concessionaire of Tenant, as permitted in the Lease, shall close the Premises, resulting in a failure to do business, then Tenant shall have a period of thirty (30) days after the date of such closing to reopen the Premises itself, or to secure a new franchisee, licensee or concessionaire for the Premises within the provisions of the Lease before Landlord shall be entitled to exercise those remedies, if any, set forth in the Lease for such closure of the Premises.

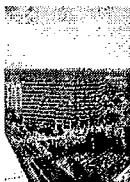
8. Financing of Personal Property. Landlord acknowledges that Tenant may be financing its furniture, trade fixtures, equipment and other personal property items located in the Premises. Accordingly, Landlord hereby covenants and agrees that the lien of any such financing is and shall be superior to any lien or security interest in favor of Landlord created under the Lease or at law. Landlord hereby covenants and agrees to subordinate any interest of Landlord arising under the Lease or at law to the liens created by any such financing.

9. Removal of Trade Fixtures. If, for any reason, Tenant ceases business at the Premises, Tenant shall have the unrestricted right and consent from Landlord to remove all trademarks, names, marks, logos and any other registerable signs of Tenant, and any other characteristic photos or graphics or menu boards and special display equipment (specifically, but without limitation, the display cases and bread display racks), all of which form the image of Tenant's operations and are the property of Tenant and, as such, is recognized by Landlord as removable by Tenant.

10. Construction Delays by Landlord. At any time that Tenant shall be restricted from constructing its improvements in the Premises prior to the commencement date of this Lease due to the act or acts of Landlord, its employees, agents or contractors, all rent and other charges and pass-throughs under the Lease will abate, and, at the election of Tenant, the rental commencement date and the termination date of the Lease shall be extended for a period of time equal to the time of such restriction; provided that if such period of restriction shall exceed one hundred eighty (180) days, Tenant may terminate this Lease by written notice to Landlord given at any time thereafter.

11. Waiver of Construction Chargebacks. Tenant shall in no event be required to pay or reimburse Landlord for any of Landlord's Work, other construction under this Lease to be performed by Landlord or any plan review or similar construction related charges ("Construction Chargebacks") and Landlord hereby waives any such Construction Chargebacks.

12. Advertising and Similar Funds. Tenant shall not be required at any time during the Lease Term to contribute funds to any promotional, marketing or advertising fund or program



operated or participated in by Landlord or other tenants of the Building or Project, nor shall Tenant be obligated to join any tenants association or similar organization.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective representatives thereunto duly authorized, as of the date first above written.


ATTEST:



Mark P. Faraldo
President

LANDLORD:

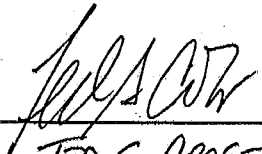
2111 WILSON BOULEVARD, INC.,
a Florida Corporation

By: 

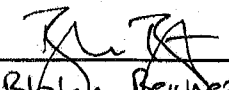
Name: Eric R. Smith
Title: Vice President & Asst.
Date: Secretary
12-12-07

TENANT:

ATTEST:


TED G CROFT
CFO

CBC Restaurant Corp.
a Delaware Corporation

By: 
Name: Blake Burnett
Title: Vice President
Date: 11/30/07



FIRST AMENDMENT TO DEED OF LEASE

This First Amendment to Deed of Lease ("Amendment") is made and entered into this 3rd day of ~~May~~^{June}, 2008, by and between **2111 Wilson Boulevard, Inc.**, a Florida corporation ("Landlord"), and **CBC Restaurant Corp.**, a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Deed of Lease, dated November 26, 2007, (the "Lease"), whereby Tenant leases from Landlord certain premises designated as Suite #111 on the first (1st) floor of the Colonial Place I building located at 2111 Wilson Boulevard, Arlington, Virginia (the "Building"), containing a total of approximately four thousand four hundred fifty-nine (4,459) square feet of Net Rentable Area (the "Premises"); and

WHEREAS, the Landlord and Tenant wish to acknowledge that the Premises was remeasured after the Lease was executed and the actual square footage of the Premises was determined to be four thousand four hundred ninety-one (4,491) square feet of Net Rentable Area, and to make other modifications to the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. **RECITALS**. The above-mentioned recitals are incorporated herein by this reference.
2. **PREMISES**. Landlord and Tenant hereby acknowledge that, notwithstanding any provision of the Lease to the contrary, the Premises consists of four thousand four hundred ninety-one (4,491) square feet of Net Rentable Area, and is outlined on Exhibit "A" attached hereto. Exhibit "A" of this Amendment shall replace Exhibit "A" in the Lease.
3. **BASE RENT**. From and after the Rent Commencement Date (as such term is defined in the Lease), the Base Rent schedule for the Premises will be adjusted to reflect the revised square footage in accordance with the terms of the following schedule:

<u>Term</u>	<u>Net Rentable Square Foot Rate</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Lease Year 1	\$38.00	\$170,658.00	\$14,221.50
Lease Year 2	\$38.00	\$170,658.00	\$14,221.50
Lease Year 3	\$38.00	\$170,658.00	\$14,221.50
Lease Year 4	\$38.00	\$170,658.00	\$14,221.50
Lease Year 5	\$38.00	\$170,658.00	\$14,221.50
Lease Year 6	\$42.00	\$188,622.00	\$15,718.50
Lease Year 7	\$42.00	\$188,622.00	\$15,718.50
Lease Year 8	\$42.00	\$188,622.00	\$15,718.50
Lease Year 9	\$42.00	\$188,622.00	\$15,718.50
Lease Year 10	\$42.00	\$188,622.00	\$15,718.50

4. **REAL ESTATE TAXES AND OPERATING COSTS.** From and after the execution of this Amendment, "Tenant's Share of Operating Costs" and "Tenant's Share of Real Estate Taxes," as such terms are used in the Lease, shall be increased to 1.81% to reflect the actual square footage of the Premises. [The parties acknowledge that the foregoing Share was determined by dividing the Net Rentable Area of the Premises by the Net Rentable Area of the Building]. Tenant shall continue to pay Additional Rent with respect to increases in Operating Costs and Real Estate Taxes for the Premises in accordance with the terms of Sections 4.3 and 4.4 of the Lease.

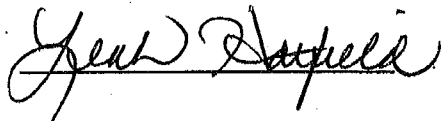
5. **RATIFICATION.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

6. **ENTIRE AGREEMENT.** The terms of this Amendment and the Lease contain the entire agreement of the parties as to the matters covered hereby. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by either of the parties hereto. This Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

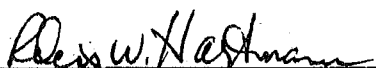
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto set forth their signatures and seals as of the date so indicated:

WITNESS/ATTEST:

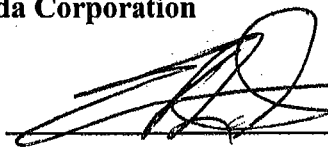


WITNESS/ATTEST:


Name: Robert W. Hartmann
Title: V. P.

LANDLORD:

2111 Wilson Boulevard, Inc.,
a Florida Corporation

By: 
Name: Eric R. Smith
Title: Vice President & Asst.
Date: Secretary
6-9-08

TENANT:

CBC Restaurant Corp.,
a Delaware Corporation


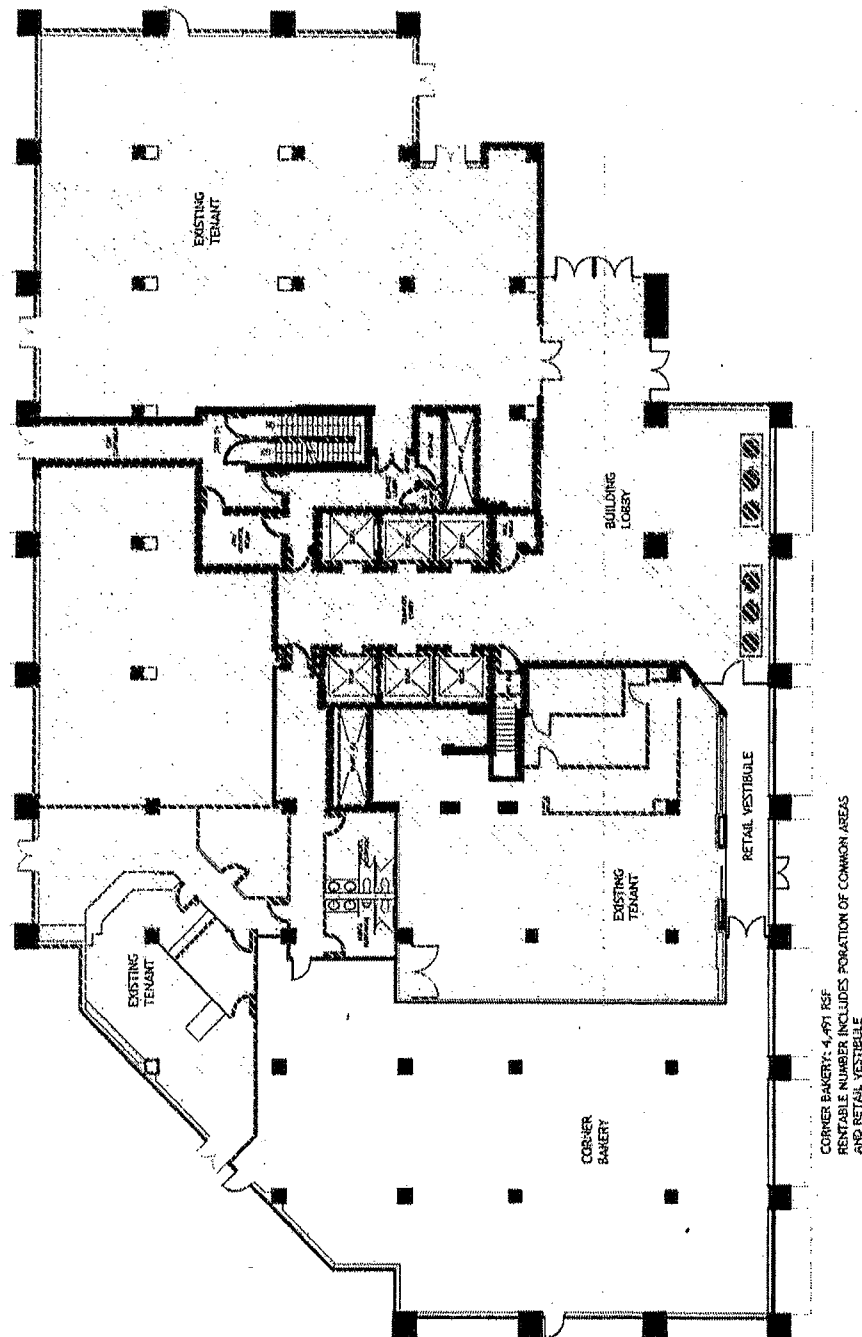
By: 
Name: Blake A. Bennett
Title: Sr. V. P.
Date: 6-3-08

EXHIBIT "A"

REVISED OUTLINE OF THE PREMISES

(The parties understand and acknowledge that the following depiction is merely an approximation of the location of the Premises in the Building, and Landlord makes no representations regarding the specific accuracy of said depiction).



SECOND AMENDMENT TO DEED OF LEASE

This **Second Amendment to Deed of Lease** ("Amendment") is made and entered into this 7th day of June, 2017, by and between **2111 Wilson Boulevard, Inc.**, a Florida corporation ("Landlord"), and **CBC Restaurant Corp.**, a Delaware corporation, trading as Corner Bakery Café ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Deed of Lease dated November 26, 2007 (the "Original Lease"), as amended by the First Amendment to Deed of Lease dated June 3, 2008 (collectively, the "Lease"), whereby Tenant leases from Landlord certain premises designated as Suite #111, containing approximately 4,491 square feet of Net Rentable Area (the "Premises"), located on a portion of the first (1st) floor of the Colonial Place I building located at 2111 Wilson Boulevard, Arlington, Virginia (the "Building"), which Building is part of a certain project consisting of Colonial Place I, II and III, located at 2101, 2111 and 2107 Wilson Boulevard, Arlington, Virginia (the "Project"), for a Lease Term which is currently scheduled to expire on May 31, 2018 (the "Current Term"); and

WHEREAS, Landlord and Tenant wish to amend the Lease by extending the Lease Term by an additional five (5) years, and to otherwise modify the terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease.
3. **LEASE TERM.** Notwithstanding any provision of the Lease to the contrary, the Lease Term shall be extended by an additional five (5) years (the "Extension Term") following the expiration of the Current Term. The Extension Term shall commence on June 1, 2018 (the "Extension Term Commencement Date") and shall expire on May 31, 2023 (the "Extension Term Expiration Date"). All references to the Lease Term in the Lease shall hereinafter include the Extension Term. This Extension Term represents Tenant's exercise of the first of two (2) Renewal Options granted pursuant to the terms of Section 15.23 of the Original Lease; Tenant's conditional right to further extend the Lease Term beyond the Extension Term Expiration Date shall continue to be governed by the terms of Section 15.23 of the Original Lease.
4. **PREMISES.** Tenant acknowledges that Tenant is currently in possession of the Premises and Tenant agrees to accept the Premises in its "as is" condition for the remainder of the Current Term and for the duration of the Extension Term.

5. **BASE RENT.** For the remainder of the Current Term, Tenant shall continue to pay Base Rent in the amounts and upon the terms and conditions set forth in the Lease. During the Extension Term, Tenant shall pay Base Rent in the amounts set forth in the following schedule:

<u>Time Period</u>	<u>Net Rentable Square Foot Rate</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/18 – 5/31/19	\$46.00	\$206,586.00	\$17,215.50
6/1/19 – 5/31/20	\$46.00	\$206,586.00	\$17,215.50
6/1/20 – 5/31/21	\$46.00	\$206,586.00	\$17,215.50
6/1/21 – 5/31/22	\$46.00	\$206,586.00	\$17,215.50
6/1/22 – 5/31/23	\$46.00	\$206,586.00	\$17,215.50

6. **ADDITIONAL RENT.** For the remainder of the Current Term and throughout the Extension Term, Tenant shall continue to pay Tenant's Share of Excess Operating Costs and Tenant's Share of Excess Real Estate Taxes in accordance with the terms of the Lease, as well as all other Additional Rent set forth in the Lease.

7. **UTILITY SERVICE; CLEANING.** Tenant shall continue to pay for all utilities, including, without limitation, heat, electricity, HVAC, water, gas, and sewer charges, supplied to the Premises, as well as all cleaning and janitorial services.

8. **REPRESENTATIONS.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect and Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder.

9. **RATIFICATION.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

10. **ENTIRE AGREEMENT.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

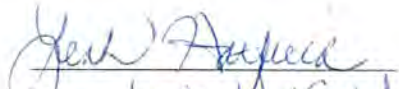
11. **BROKERS.** Landlord and Tenant each represent and warrant to the other that it has not employed any broker, agent or finder with regard to this Amendment except LPC Commercial Services, Inc., which broker will be paid pursuant to a separate agreement with Landlord, and each party hereby indemnifies and holds harmless the other for any other claims relating to commissions or brokerage fees arising from a breach of the above warranty.

12. **BINDING EFFECT.** The terms of this Amendment shall be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:


Name: Leah Hatfield

LANDLORD:

2111 Wilson Boulevard, Inc.,
a Florida Corporation


By: 
Name: Eric R. Smith
Title: Vice President
Date: 6-7-2017

WITNESS/ATTEST:

Name: _____

TENANT:

CBC Restaurant Corp.,
a Delaware corporation

By: 
Name: Blake Berner
Title: Chief Legal Officer
Date: 5/15/2017

#242 Courthouse

THIRD AMENDMENT TO DEED OF LEASE

This **Third Amendment to Deed of Lease** (this "Third Amendment") is made and entered into this 28th day of December, 2020, by and between **2111 Wilson Boulevard, Inc.**, a Florida corporation ("Landlord"), and **CBC Restaurant Corp.**, a Delaware corporation, trading as Corner Bakery Café ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Deed of Lease dated November 26, 2007 (the "Original Lease"), as amended by the First Amendment to Deed of Lease dated June 3, 2008 (the "First Amendment"), and the Second Amendment to Deed of Lease dated June 7, 2017 (the "Second Amendment") (collectively, the "Lease"), whereby Tenant leases from Landlord certain premises designated as Suite #111, containing approximately 4,491 square feet of Net Rentable Area (the "Premises"), located on a portion of the first (1st) floor of the Colonial Place I building located at 2111 Wilson Boulevard, Arlington, Virginia (the "Building"), which Building is part of a certain project consisting of Colonial Place I, II and III, located at 2101, 2111 and 2107 Wilson Boulevard, Arlington, Virginia (the "Project"), for a Lease Term which is currently scheduled to expire on May 31, 2023 (the "Current Term"); and

WHEREAS, Landlord and Tenant acknowledge that, as of December 1, 2020, Tenant is delinquent in the payment of Base Rent and Additional Rent due under the Lease in the total amount of \$143,239.74, a portion of which delinquent Rent shall be paid to Landlord as specified herein, and the remainder of which delinquent Rent shall be modified and conditionally waived by Landlord subject to the terms and conditions set forth in this Third Amendment; and

WHEREAS, Landlord and Tenant wish to amend the Lease so as to temporarily modify Tenant's payment obligations for Base Rent for a period of time, pursuant to the terms and conditions set forth herein; and

WHEREAS, Landlord and Tenant wish to amend the Lease so as to extend the Lease Term by an additional five (5) years following the expiration of the Current Term; and

WHEREAS, Landlord and Tenant wish to make certain other modifications to the terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Third Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease. Upon full execution of this Third Amendment, the "Lease" shall be deemed to include this Third Amendment.



3. **LEASE TERM.** Notwithstanding any provision of the Lease to the contrary, the Lease Term shall be extended by an additional five (5) years (the "Second Extension Term") following the expiration of the Current Term. The Second Extension Term shall commence on June 1, 2023 (the "Second Extension Term Commencement Date") and shall expire on May 31, 2028 (the "Second Extension Term Expiration Date"). All references to the Lease Term in the Lease shall hereinafter include the Second Extension Term. This Second Extension Term represents Tenant's exercise of the second (2nd) of two (2) Renewal Options granted pursuant to the terms of Section 15.23 of the Original Lease; accordingly, Tenant shall have no right to further extend the Lease Term beyond the Second Extension Term Expiration Date unless mutually agreed to in writing by Landlord and Tenant.

4. **PAST DUE RENT.** Landlord and Tenant acknowledge that Tenant is, as of December 1, 2020, delinquent in the payment of Base Rent and Additional Rent due under the Lease in the total amount of \$143,239.74 (the "Past Due Rent"). Provided that Tenant complies with the terms set forth herein, the Past Due Rent amount shall not accrue any late charges, interest, or penalties from and after the date of this Third Amendment. Landlord and Tenant hereby agree that Tenant shall pay the Past Due Rent to Landlord as follows: (i) the portion attributable to the deferment described in Paragraph 5 below shall be paid during the Deferred Rent Repayment Period (as defined below) as part of the Deferred Rent set forth below, (ii) the portion attributable to the Alternative Rent Period described in Paragraph 6 below shall be paid pursuant to the Alternative Rent and Agreed Payment terms set forth below, and (iii) the remaining balance of the Past Due Rent shall be conditionally waived subject to the terms and conditions set forth in this Third Amendment.

5. **DEFERRED RENT.** Notwithstanding any provision of the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that a portion of the Past Due Rent, in the amount of \$60,324.84 (the "Deferred Rent"), representing Monthly Base Rent and Additional Rent due for the period from April 1, 2020 through June 30, 2020, shall be deemed to have been deferred, and shall be repaid as follows: In addition to Tenant's obligation to continue paying Base Rent and Additional Rent as set forth in the Lease, beginning on July 1, 2021, and continuing for twelve (12) consecutive calendar months thereafter (the "Deferred Rent Repayment Period"), Tenant shall pay the Deferred Rent to Landlord in twelve (12) equal monthly installments of \$5,027.07 each (the "Monthly Installments of Deferred Rent Repayment"). The Monthly Installments of Deferred Rent Repayment shall be due on the first day of each month during the Deferred Rent Repayment Period together with Tenant's payments of Monthly Base Rent, and shall otherwise be payable upon the same terms and conditions as Tenant's Base Rent payment obligations. Tenant's failure to deliver any Monthly Installment of Deferred Rent Repayment to Landlord on or before the sixth (6th) day of any calendar month during the Deferred Rent Repayment Period shall be deemed a monetary default under the Lease, entitling Landlord to all remedies available under the Lease, at law and in equity, in connection with Tenant's monetary default.

6. **ALTERNATIVE RENT PERIOD; ALTERNATIVE RENT; AGREED PAYMENT; ADDITIONAL RENT.**

(a) Alternative Rent Period. Notwithstanding any provision of the Lease to



the contrary, Landlord and Tenant hereby acknowledge and agree that, during the seven (7) month period retroactively deemed to commence on September 1, 2020 and ending on March 31, 2021 (the "Alternative Rent Period"), in lieu of Base Rent, Tenant shall pay to Landlord, on a monthly basis as set forth below, Alternative Rent (as defined below). Commencing on April 1, 2021 and continuing throughout the remainder of the Lease Term, Tenant shall resume paying one hundred percent (100%) of the Base Rent as set forth in the Lease, without abatement, deduction, offset, demand or counterclaim.

(b) Alternative Rent. For the purposes of this Third Amendment, the term "Alternative Rent" shall mean: on a monthly basis, the greater of (x) ten percent (10%) of Gross Receipts (hereinafter defined) or (y) twenty-five percent (25%) of the then-current amount of Monthly Base Rent which would have been due under the Lease absent this Third Amendment (i.e., 25% of \$17,215.50 = \$4,303.88); provided, however, for any month, the Alternative Rent payable hereunder shall not exceed the amount of the Monthly Base Rent which would have been due under the Lease absent this Third Amendment (i.e., \$17,215.50).

(i) For the purposes of this Third Amendment, the term "Gross Receipts" shall mean: the aggregate amount of all sales (whether for cash, on credit or otherwise) of food, beverages, goods, articles and any other merchandise, and the aggregate of all charges for services performed (whether for cash, on credit or otherwise) made and rendered in, about or in connection with the Premises (whether or not through a private club) by Tenant and its assignees, sublessees and licensees, including off-premises sales and monies derived at or away from the Premises so long as they are in connection with the business operation conducted on the Premises, but shall not include: any Federal, State, municipal or other sales, value added or retailer's excise taxes paid or accrued by Tenant, regardless of whether such taxes are collected from customers or absorbed by Tenant; sales to employees or complimentary sales; discounts afforded customers from the redemption of coupons; fees paid by Tenant to credit card issuers and processors; condemnation proceeds; proceeds of insurance policies received by Tenant; the value of any exchange or transfer of food, beverages or merchandise between the Premises and any other store of Tenant or any affiliate of Tenant where such exchange, transfer or sale is not made for the purpose of consummating a sale made in, upon, or from the Premises; the sale of food, beverages or merchandise to any store of Tenant or any affiliate of Tenant if such sale is made for the purpose of providing inventory to such store; proceeds from the sale of used restaurant equipment; alcohol beverage commission fees charged for private club memberships, if any; proceeds from the on-premises sale of gift certificates; or receipts from vending machines or pay telephones.

(ii) During the Alternative Rent Period, Tenant shall submit to Landlord, on or before the twentieth (20th) day of each month, a written unaudited statement of Gross Receipts, itemizing any deductions or exclusions made in determining Gross Receipts, for the preceding calendar month, certified as true and correct by Tenant's principal financial officer. Tenant's monthly statement shall conform to, and be in accordance with, generally accepted accounting principles, consistently applied. Tenant's failure to timely deliver any such monthly statement to Landlord shall be deemed a default under the Lease.

(iii) Alternative Rent shall be calculated and paid to Landlord on a



monthly basis, in arrears, within twenty (20) days after the last day of each calendar month during the Alternative Rent Period.

(iv) In order to enable Landlord to verify the amount of Alternative Rent payable hereunder, Tenant shall keep, maintain (and shall cause each subtenant, assignee, licensee, or concessionaire to keep and maintain), and update on a monthly basis, true, correct and complete books of account and records with respect to all operations of the business conducted in the Premises, including the recording of Tenant's Gross Receipts, the receipt of all merchandise into the Premises, and the delivery of all merchandise from the Premises. All such books and records shall be kept in accordance with generally accepted accounting principles, consistently applied, and shall be segregated from all other matters. All such books, records, and other documentation pertaining to the business conducted in the Premises during the Alternative Rent Period shall be kept and maintained for at least two (2) years after the end of the Alternative Rent Period. Landlord or its agents and accountants shall have the right, not more than twice each calendar year (except also in connection with a default by Tenant) upon written notice to Tenant, to make an examination or audit of the books, records, and other materials of Tenant and of any licensee, subtenant, or concessionaire of Tenant, which Tenant is required to retain. If any such audit or inspection shall disclose that Alternative Rent payable for any month during the Alternative Rent Period exceeded the Alternative Rent actually paid by Tenant for such month, then Tenant shall pay as Additional Rent (x) the amount of such excess plus interest thereon at the Default Rate for such period, and (y) if the Alternative Rent payable exceeded the Alternative Rent actually paid by Tenant for such month by more than 5%, then Tenant shall pay as Additional Rent Landlord's cost of such examination or audit. The acceptance by Landlord of payments of Alternative Rent or statements thereof shall be without prejudice, and shall not constitute a waiver of Landlord's rights either to claim a deficiency in the payments of Alternative Rent or to audit Tenant's books and records. If Tenant fails to keep accurate books and records as required above, such failure shall be a material default under the Lease. If Tenant shall fail to deliver any monthly statement of Tenant's Gross Receipts within the period specified above, such failure shall be a material default under the Lease.

(c) Agreed Payment. Landlord and Tenant hereby acknowledge and agree that this Third Amendment is expressly contingent upon Tenant's payment to Landlord, within three (3) business days of the full execution thereof, of a portion of the Past Due Rent in the amount of \$25,611.92 (the "Agreed Payment"). The Agreed Payment is calculated based on: (x) Alternative Rent due for the months of September 2020 and October 2020, (y) monthly installments of Tenant's Share of Excess Operating Costs and Tenant's Share of Excess Real Estate Taxes due for the months of September 2020, October 2020, and November 2020, and (z) accrued water charges due under the Lease. In the event that Landlord does not receive the Agreed Payment together with Tenant's execution of this Third Amendment, then this entire Third Amendment shall, at Landlord's option, be deemed null and void, and Landlord shall be entitled to all remedies set forth in the Lease and available at law and/or in equity for the entire amount of any and all Past Due Rent under the Lease.

(d) Additional Rent; Utilities. During the Alternative Rent Period, Tenant shall be responsible for the payment of one hundred percent (100%) of all Additional Rent due under the Lease, including, without limitation, monthly installments of Tenant's Share of Excess



Operating Costs, Tenant's Share of Excess Real Estate Taxes, and Parking Rent, it being expressly agreed that Tenant's obligations to pay Additional Rent shall not be deemed deferred, modified, or amended by the terms of this Third Amendment. In addition, during the Alternative Rent Period, Tenant shall continue to be responsible for the costs of all utilities, including, without limitation, heat, electricity, HVAC, water, gas, and sewer charges, supplied to the Premises, as well as all cleaning and janitorial services.

7. **SECOND EXTENSION TERM: BASE RENT.** During the Second Extension Term, Tenant shall pay Base Rent in the amounts set forth in the following schedule, and otherwise upon the terms and conditions set forth in the Lease:

<u>Time Period</u>	<u>Net Rentable Square Foot Rate</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/23 – 5/31/24	\$50.00	\$224,550.00	\$18,712.50
6/1/24 – 5/31/25	\$50.00	\$224,550.00	\$18,712.50
6/1/25 – 5/31/26	\$50.00	\$224,550.00	\$18,712.50
6/1/26 – 5/31/27	\$50.00	\$224,550.00	\$18,712.50
6/1/27 – 5/31/28	\$50.00	\$224,550.00	\$18,712.50

8. **SECOND EXTENSION TERM: ADDITIONAL RENT; UTILITY SERVICES; CLEANING.** During the Second Extension Term, Tenant shall continue to pay Tenant's Share of Excess Operating Costs and Tenant's Share of Excess Real Estate Taxes in accordance with the terms of the Lease, as well as all other Additional Rent set forth in the Lease. In addition, Tenant shall continue to pay for all utilities, including, without limitation, heat, electricity, HVAC, water, gas, and sewer charges, supplied to the Premises, as well as all cleaning and janitorial services.

9. **DEFAULT.** If there is a default by Tenant under the Lease at any time during the Lease Term, then in addition to all amounts due from Tenant as set forth in the Lease, the total amount of Rent modified, deferred, and waived pursuant to this Third Amendment (less any Monthly Installments of Deferred Rent Repayment actually paid to Landlord, and less the Agreed Payment provided the same was paid to Landlord), as adjusted for the difference between (x) Alternative Rent payments received by Landlord during the Alternative Rent Period and (y) the Base Rent which would have been due under the Lease absent this Third Amendment, plus interest thereon at the rate of eight percent (8%) per annum (calculated from the date such deferred, modified, or abated Rent payment would have originally been due under the Lease), and plus all late charges which would have accrued subsequent to the date of this Third Amendment, shall automatically and immediately become due and payable under the Lease, and Landlord shall be entitled to all other remedies available to Landlord under the Lease, at law and/or in equity, in connection with Tenant's default. Notwithstanding the foregoing, provided that Tenant complies with the terms of this Third Amendment, Landlord hereby conditionally waives any Tenant's Default, or event which with the passage of time or giving of notice or both would constitute an event of default under the Lease, that may exist or have existed solely by virtue of Tenant's failure to timely pay Rent up to the date upon which this Third Amendment is executed, and Landlord conditionally waives any late fees or penalties due in connection with the late payment of Rent as of the date hereof.



10. **CHANGE OF OWNERSHIP.** Landlord hereby acknowledges the acquisition by Pandya Restaurant Growth Brands, LLC ("PRGB") of all of the shares of Corner Bakery Holding Company ("CBHC"), formerly known as IFBC Holding Corporation, the parent of CBC Restaurant Corp ("CBC"), on or about October 27, 2020 (the "Transaction"), and, in connection therewith, a new slate of directors was elected to the respective board of directors of Tenant, and CBHC (the "Board Elections"). To the extent that the Transaction or the Board Elections constitutes a change of ownership or control under the Lease for which Landlord's consent is or may be required under the Lease, Landlord hereby grants such consent and waives any conditions to such consent set forth in the Lease and further waives any Event of Default, or event which with the passage of time or giving of notice or both would constitute an Event of Default, under the Lease, which may exist or have existed as a result of the Transaction or the Board Elections.

11. **RESERVATION OF LANDLORD'S RIGHTS.** Landlord and Tenant hereby acknowledge and agree that, unless a term or condition of the Lease is expressly contradicted by the terms of this Third Amendment or modified hereby, the terms of this Third Amendment shall not be deemed to be a waiver of any of Landlord's rights under the Lease with respect to any ongoing or future breach of the terms, conditions or provisions of the Lease by Tenant, nor shall it be deemed to release Tenant from any obligation of Tenant under the Lease.

12. **MISCELLANEOUS.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect. Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder. Unless a term or condition of the Lease is expressly contradicted by the terms of this Third Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Third Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Third Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties. This Third Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Third Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto. The terms of this Third Amendment shall be binding upon the parties hereto and their respective successors and assigns.

13. **COUNTERPARTS; E-MAIL EXECUTION.** This Third Amendment may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Third Amendment scanned into PDF (or similar) format and sent by e-mail shall be equally as effective as delivery of a manually executed hard-copy counterpart of this Third Amendment. Any party delivering an executed counterpart of this Third Amendment by e-mail shall also deliver a manually-executed hard-copy counterpart of this Third Amendment, but the failure to deliver a manually-executed hard-copy counterpart shall not affect the validity, enforceability or binding effect of this Third Amendment.



IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

Name: _____

LANDLORD:

2111 Wilson Boulevard, Inc.,
a Florida Corporation

By: Terrence E. McCoy
Name: Terrence McCoy
Title: VP & Asst Sec
Date: 12/29/2020

WITNESS/ATTEST:

Name: _____

TENANT:

CBC Restaurant Corp.,
a Delaware corporation

By: Valentino DiGiorgio
Name: Valentino DiGiorgio
Title: General Counsel
Date: 12/28/2020



FOURTH AMENDMENT TO DEED OF LEASE

This **Fourth Amendment to Deed of Lease** (this "Fourth Amendment") is made and entered into this 28th day of July, 2021, by and between **2111 Wilson Boulevard, Inc.**, a Florida corporation ("Landlord"), and **CBC Restaurant Corp.**, a Delaware corporation, trading as **Corner Bakery Café** ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Deed of Lease dated November 26, 2007 (the "Original Lease"), as amended by the First Amendment to Deed of Lease dated June 3, 2008 (the "First Amendment"), the Second Amendment to Deed of Lease dated June 7, 2017 (the "Second Amendment"), and the Third Amendment to Deed of Lease dated December 28, 2020 (the "Third Amendment") (collectively, the "Lease"), whereby Tenant leases from Landlord certain premises designated as Suite #111, containing approximately 4,491 square feet of Net Rentable Area (the "Premises"), located on a portion of the first (1st) floor of the Colonial Place I building located at 2111 Wilson Boulevard, Arlington, Virginia (the "Building"), which Building is part of a certain project consisting of Colonial Place I, II and III, located at 2101, 2111 and 2107 Wilson Boulevard, Arlington, Virginia (the "Project"), for a Lease Term which is currently scheduled to expire on May 31, 2028 (the "Current Term"); and

WHEREAS, Landlord and Tenant wish to amend the Lease so as to continue to temporarily modify Tenant's payment obligations for Base Rent, to abate certain Base Rent, and to make certain modifications to the terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein made, Landlord and Tenant hereby enter into this Fourth Amendment and state as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference.
2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease. Upon full execution of this Fourth Amendment, the "Lease" shall be deemed to include this Fourth Amendment.
3. **DEFERRED RENT.** Pursuant to Paragraph 5 of the Third Amendment, the Landlord deferred \$60,324.84 of Past Due Rent ("Deferred Rent"). The Landlord hereby abates the \$60,324.84 of Deferred Rent. The Tenant will not be required to make any further payments of Deferred Rent.
4. **ALTERNATIVE RENT PERIOD.** Pursuant to Paragraph 6 of the Third Amendment, the Alternative Rent Period consisted of seven (7) months and expired on March 31, 2021. The Landlord and Tenant hereby extend the Alternative Rent Period from April 1, 2021 through September 30, 2021. All other terms of Paragraph 6 of the Third Amendment shall remain in place and unmodified.

5. **DEFAULT.** If at any time during the Lease Term after the execution of this Fourth Amendment, there is a default by Tenant under the Lease, beyond any applicable notice and cure periods therein, then if there is a default by Tenant under the Lease at any time during the Lease Term after the execution of this Fourth Amendment, then in addition to all amounts due from Tenant as set forth in the Lease, the total amount of Rent modified, deferred, and waived pursuant to this Fourth Amendment (less any Monthly Installments of Deferred Rent Repayment actually paid to Landlord), as adjusted for the difference between (x) Alternative Rent payments received by Landlord during the Alternative Rent Period and (y) the Base Rent which would have been due under the Lease absent this Fourth Amendment, plus interest thereon at the rate of eight percent (8%) per annum (calculated from the date such deferred, modified, or abated Rent payment would have originally been due under the Lease), and plus all late charges which would have accrued subsequent to the date of this Fourth Amendment, shall automatically and immediately become due and payable under the Lease, and Landlord shall be entitled to all other remedies available to Landlord under the Lease, at law and/or in equity, in connection with Tenant's default. Notwithstanding the foregoing, provided that Tenant complies with the terms of this Fourth Amendment, Landlord hereby conditionally waives any Tenant's Default, or event which with the passage of time or giving of notice or both would constitute an event of default under the Lease, that may exist or have existed solely by virtue of Tenant's failure to timely pay Rent up to the date upon which this Fourth Amendment is executed, and Landlord conditionally waives any late fees or penalties due in connection with the late payment of Rent as of the date hereof.

6. **RESERVATION OF LANDLORD'S RIGHTS.** Landlord and Tenant hereby acknowledge and agree that, unless a term or condition of the Lease is expressly contradicted by the terms of this Fourth Amendment or modified hereby, the terms of this Fourth Amendment shall not be deemed to be a waiver of any of Landlord's rights under the Lease with respect to any ongoing or future breach of the terms, conditions or provisions of the Lease by Tenant, nor shall it be deemed to release Tenant from any obligation of Tenant under the Lease.

7. **MISCELLANEOUS.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect. Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder. Unless a term or condition of the Lease is expressly contradicted by the terms of this Fourth Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Fourth Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Fourth Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties. This Fourth Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Fourth Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto. The terms of this Fourth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

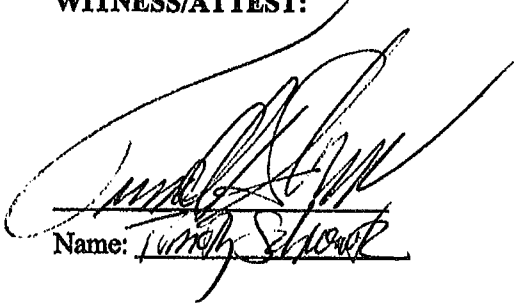
8. **COUNTERPARTS; E-MAIL EXECUTION.** This Fourth Amendment may be executed in any number of counterparts, and by each of the parties on separate counterparts, each

of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Fourth Amendment scanned into PDF (or similar) format and sent by e-mail shall be equally as effective as delivery of a manually executed hard-copy counterpart of this Fourth Amendment. Any party delivering an executed counterpart of this Fourth Amendment by e-mail shall also deliver a manually-executed hard-copy counterpart of this Fourth Amendment, but the failure to deliver a manually-executed hard-copy counterpart shall not affect the validity, enforceability or binding effect of this Fourth Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

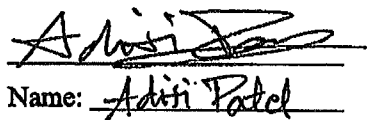

Name: Terrence E. McCoy

LANDLORD:

2111 Wilson Boulevard, Inc.,
a Florida Corporation

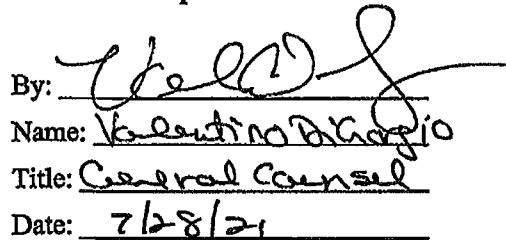
By: Terrence E. McCoy
Name: Terrence E. McCoy
Title: VP & Asst Sec
Date: 07/28/2021

WITNESS/ATTEST:


Name: Aditi Patel

TENANT:

CBC Restaurant Corp.,
a Delaware corporation

By: 
Name: Valentino B. Giorgio
Title: General Counsel
Date: 7/28/21

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELWARE**

In re:

CBC RESTAURANT CORP., *et al.*

Debtors

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*
*
*

**Case No. 3-10245 (KBO)
* Chapter 11**

**CALCULATION OF CLAIMS
OF 2111 WILSON, LLC UNDER SECTION 502(b)(6)
(Landlord for nonresidential real property located at
2111 Wilson Boulevard, Arlington, Virginia 22209)**

Debtor filed its Chapter 11 Petition on February 22, 2023. Possession of the Premises was returned to the Claimant (Landlord) on February 28, 2023; however, the Lease was not terminated, and Tenant remains responsible for rents and all other amounts accruing under the Lease. The Lease was deemed rejected as of February 28, 2023, pursuant the Court's March 31, 2023, Order, This Claim seeks rejection damages pursuant to 11 U.S.C. 502(b)(6).

Rejection Damages

Base Rent & Additional Rent:		
Base Rent @ \$17,215.50/mo. 2/28/23 – 5/31/23 @ \$18,712.50 6/1/23 – 2/27/24	Lease Articles 1.4 & 1.7	\$219,383.32
Operating/Escalation Expense @ \$901.81/mo. 2/28/23 – 12/31/23 @ \$928.86 1/1/24 – 2/27/24	Lease Articles 1.5 & 4.3	\$10,843.98
Real Estate Taxes @ \$692.20/mo. 2/28/23 – 12/31/23 @ \$712.97 1/1/24 – 2/27/24	Lease Articles 1.6 & 4.4	\$8,323.48

Parking @\$2,016.78 2/28/23 – 12/31/23 @ \$2,077.28 1/1/24 – 2/27/24	Lease Exhibit E	\$24,674.66
SUBTOTAL		\$263,225.44
Pre-Petition Claim as of 2/22/23		\$92,273.48
TOTAL CLAIM		\$355,498.92

Notes:

The Lease, as amended, is attached hereto as Exhibit “A”

An Itemized Statement is attached hereto as Exhibit "B”

- *Lease term is scheduled to expire on May 31, 2028.*
- *Claimant reserves the right to supplement or amend this claim from time to time and at any time hereafter.*