

FIRST AMENDMENT TO LEASE

*Oliver Gordan*

THIS FIRST AMENDMENT TO LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between TRANSPORTATION PLAZA ASSOCIATES, a Connecticut Limited Partnership ("Landlord"), and GMRI, INC., f/k/a GENERAL MILLS RESTAURANTS, INC., a Florida corporation ("Tenant");

**W I T N E S S E T H**

WHEREAS, Landlord and Tenant entered into a Lease on March 23, 1989 ("Lease") for premises situated at 4801 West 77<sup>th</sup>, Burbank, Illinois ("Premises") and more particularly described in the Lease; and

WHEREAS, Landlord and Tenant are desirous of extending the term of the Lease and amending certain provisions therein.

NOW THEREFORE, in consideration of the foregoing and the parties intending to be legally bound thereby, Landlord and Tenant hereby agree as follows:

1. The Lease Term is hereby extended for an additional ten (10) years commencing February 1, 2006 and expiring on January 31, 2016 ("Extended Term"). Annual Rent and Monthly Rent during the Extended Term shall be as follows:

<u>Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
2/1/06 - 1/31/11	\$84,000.00	\$7,000.00
2/1/11 - 1/31/16	\$92,400.00	\$7,700.00

Such Annual and Monthly Rent shall be in addition to any and all other rent (including, without limitation, Percentage Rent) and charges, if applicable, due under the lease.

2. The options to renew set forth in Section 4.1B shall remain in effect; however, in paragraph 2 thereof, the phrase "including the rent due and payable pursuant to Article 4.1A herein" is hereby deleted and the following shall be inserted in lieu thereof: "except rent which shall be due and payable as follows:"

<u>Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Option 1 (2/1/16 – 1/31/21)	\$101,640.00	\$8,470.00
Option 2 (2/1/21 – 1/31/26)	\$111,804.00	\$9,317.00

3. Section 4.1A(ii) is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

**“(ii) The amount by which [2% of Gross Sales (hereinafter defined) during each Lease Year or Partial Lease Year exceeds the following breakpoints (“Percentage Rent”):]**

<u>Period</u>	<u>Breakpoint</u>
2/1/06 – 1/31/11	\$4,600,000.00
2/1/11 – 1/31/16	\$5,020,000.00
Option 1	
2/1/16 – 1/31/21	\$5,482,000.00
Option 2	
2/1/21 – 1/31/26	\$5,990,200.00

- 4.** **The Tenant acknowledges that, as of the Effective Date, the Landlord has performed its current obligations under the Lease and is not in default under any term or provision of the Lease. In addition, the Tenant further acknowledges that no circumstances currently exist under which Landlord may be deemed in default, and Tenant has no known defenses, set-offs, or counterclaims to the payment of rent or other amount due from Tenant to Landlord under the Lease without the benefit of performing an audit.**
- 5.** **Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or brokers in connection with this Amendment other than Mid-America Asset Management, Inc. and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any claims of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders in connection with this Amendment. Landlord represents and warrants to Tenant that it has not dealt with any broker or brokers other than Mid-America Asset Management, Inc. in connection with this Amendment and Landlord hereby agrees to indemnify and hold Tenant harmless from and against any and all losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any claims of any broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders in connection with this Amendment.**
- 6.** **Authorization. The undersigned individual(s) executing this Amendment on behalf of Landlord and Tenant do hereby represent and warrant to each other that they are each fully empowered and authorized to execute this Amendment.**
- 7.** **Full Force and Effect. Landlord and Tenant do hereby represent and warrant that the Lease as amended hereby is in full force and effect.**

8. Conflict. To the extent the terms and provisions of this Amendment conflict with the terms and provisions of the Lease and/or previous amendments thereto, the terms and provisions of this Amendment shall control.
9. This Amendment may be executed in one or more counterparts, all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease effective as of the date written above.

LANDLORD

TRANSPORTATION PLAZA ASSOCIATES

By:

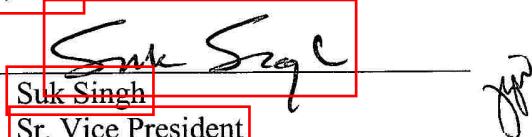


Date

TENANT

GMRI, INC.

By:

  
Suk Singh  
Sr. Vice President

Date

May 2, 2005