

SUBLEASE AGREEMENT

This sublease agreement is made this 7th day of October, 2008, between **Columbus Downtown, Inc.**, ("Lessor"), a not-for-profit corporation organized under the laws of the State of Indiana, having its principal place of business located at Jackson Street Parking Garage, Columbus, Indiana, and **Maiani Restaurant Group, LLC d/b/a Bistro 310** ("Lessee" or "Lessee"), a limited liability company organized under the laws of the State of Indiana having its principal place of business at 211 Newsom Avenue, Columbus, Indiana.

RECITALS

A. Lessor is a Lessee of the developed property described below under a Master Lease with Maiani Restaurant Group, LLC d/b/a Bistro 310, and Lessor desires to sublease the property for use as a restaurant/bar within the parking garage located on the corner of Fourth St. & Jackson Street, Columbus, Indiana. Notwithstanding anything to the contrary contained in this sublease, the parties hereto agree that performance by Lessor of all its obligations under this sublease is conditional on the due performance by City of Columbus Redevelopment Commission corresponding obligations under the master lease.

B. Lessee desires to sublease an area of Lessor's property.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.
DESCRIPTION OF PREMISES

Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor, certain premises consisting of approximately 3,774 square feet and located in Columbus, Indiana (hereinafter the "demised premises," "premises," or "property"). The retail space is depicted on Exhibit A.

SECTION TWO.
PURPOSE

A. Lessee shall use the demised premises for the exclusive purpose of operating a full service restaurant. Lessee may not change the use of the premises without the Lessor's written approval and shall continually operate the restaurant during the hours of at least 11:00 a.m. to 9 p.m., (six) 6 days a week, Monday through Saturday. Lessee shall be open on Sunday from 11:00 a.m. to 2:00 p.m. for brunch Until October 1, 2009 and provide a business plan to stay open 11:00 a.m. to 7:00 p.m. thereafter, unless economics dictates otherwise. As determined by the Lessor who has the right to adjust the days of operation if it is not economically feasible to open on Sunday. Failure to open and operate shall be a default of the lease. Lessee shall abide by all rules and regulations of the Lessor.

B. Lessee shall comply with all governmental regulations affecting the operation of the demised premises.

SECTION THREE.
RESTRICTIONS ON USE

- A. Lessee shall not conduct any activity that is unlawful, hazardous, or that would increase the premiums for liability insurance on the demised premises.
- B. All advertising material that is to be affixed to the exterior portions of the building by Lessee shall be submitted to Lessor for approval prior to installation, and all material installed shall be removed by lessee on surrender of the demised premises. All signage shall conform to the building's standards and restrictions. Lessee shall furnish the signage as part of its Lessee Allowance.

SECTION FOUR.
LESSOR'S IMPROVEMENT CONSTRUCTION & LESSEE'S IMPROVEMENT CONSTRUCTION

- A. Lessor shall deliver the premises as a "cold dark shell", meaning dirt floor, exterior wall on Fourth Street, structural walls and ceiling. Utilities shall be stubbed into the premises. Fire protection will be installed.
- B. All construction not listed in subsection A of this Section shall be performed by lessee. Lessor shall provide a Lessee Allowance in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) as partial reimbursement for Lessee's work. The Lessee's Allowance includes: pro-rata share of space designer fees, building permits, construction costs including equipment, labor material, etc. performed by Andy Ogle d/b/a Design & Build Columbus, LLC, which construction has been pre-approved by Lessee. Some of the cost has and will be paid by Lessor. Such amount shall be paid upon Lessee's opening for business or earlier upon presentation to Lessor of work performed by contractor and evidence of no liens on the property. Lessee shall be released of any liability for structural work required by Lessor.
- C. Lessee Allowance shall be periodically paid so as to allow Lessee to utilize said monies for its share of construction costs, equipment, etc. in furnishing its space. Lessor has approved the space designer and must approve Lessee's contractor and shall enter into a no lien contract with the Lessee. Lessor must approve all bills/receipts, expenses, etc. prior to any funds from the Lessee's Allowance to be released for payment of the same.
- D. Lessor shall not furnish restrooms. Lessee shall fully maintain the restrooms as its own space during its occupancy.
- E. Lessee shall provide wall furnishings, trade fixtures, and trade equipment and all other personal property necessary for the operation of a full service restaurant.
- F. Lessee has the obligation to approve the architectural designs to assure ADA compliance.

SECTION FIVE.
RESERVATIONS BY LESSOR

A. With reasonable notice Lessor shall have the right to enter the demised premises at any reasonable hour to inspect the business records of Lessee, and Lessee shall make its books, accounts, and records available for such examination..

B. With reasonable notice and at reasonable times Lessor shall have the right to enter the premises to inspect the demised premises and make repairs, alterations, or modifications as may be required to fulfill Lessor's obligation under this Lease.

SECTION SIX.
TERM OF LEASE

The term of the lease shall be one (1) five (5) year term with one (1) five (5) year option to renew. The rental rate of said option shall be negotiated at the time of renewal. Lessee shall receive twelve (12) months of occupancy prior to commencement of rental commitment. The initial five (5) year term of the lease commences on December 1, 2008, and terminating on December 1, 2013, unless renewed under the provisions of Section Fourteen of this lease agreement.

SECTION SEVEN.
SECURITY DEPOSIT

Lessee shall not be required to pay a security deposit.

SECTION EIGHT.
BASE RENT, GROSS SALES, LATE CHARGES & OPERATING EXPENSES

A. During the initial term, the base rent for approximately 3,774 SF will be Two Thousand Dollars (\$2,000.00) monthly or Twenty-Four Thousand Dollars (\$24,000.00) annually payable monthly in advance with no offsets, plus 5% gross sales exceeding \$600,000.00 annually. Payments shall commence on December 1, 2009. The Lessee shall prepare and submit to the Lessor monthly sales and expense reports with the rental payment.

"Gross Sales" shall mean the gross amount of any and all sales, and other revenue or income derived by any party and arising from any and all businesses conducted in, on, at, or from the demised premises, whether from the sale or trade of goods, products, food, other merchandise, or services, or from any other activities or operations, and whether by cash, charge or credit, electric funds transfer, or any other means or method, with revenue and income from any and all charge or credit transactions being deemed to be received at the earlier of: (A) the date on which Lessee actually receives the revenue, proceeds, or income; or (B) 60 days after the date on which the transaction occurs; provided that, if Lessee causes its receipt of income from a charge or credit transaction to be delayed until after the end of any Lease Year, then such income shall be deemed to have been received at the time that the transaction occurred. Deductions from Gross Sales shall be allowed for: (A) uncollected or uncollectible credit accounts; and (B) the amount of any cash or credit refund made by Lessee upon any sale in, on, at, or from the demised premises; in each case to the extent the same previously were included in Gross Sales.

Notwithstanding anything to the contrary set forth herein, Gross Sales shall not include: (A) sums collected and paid out by Lessee for any sales tax imposed by, and paid by Lessee to, any governmental taxing authority; (B) finance, carrying, interest, shipping, postage, alteration, and other charges collected

by Lessee in connection with a sale; (C) any allowances, discounts, or credits allowed to customers on items, to the extent the same are not subsequently repaid or reimbursed; (D) any discounts allowed to Lessee's employees on sales of goods, products, food, other merchandise, or services; (E) any amount received in the settlement of any insurance claim for loss of or damage to goods, products, food, or other merchandise; (F) sales in return for gift certificates redeemed at the demised premises but purchased elsewhere; provided that gift certificates purchased in, on, at, or from the demised premises shall be included in Gross Sales; or (G) the exchange of goods or merchandise between Lessee's business at the demised premises and Lessee's other businesses, where such exchange of goods or merchandise is made solely in the normal operation of Lessee's business and not for the purpose of depriving Lessor of the benefit of a sale that otherwise would be made in, on, at, or from the demised premises.

Lessee shall prepare and keep, at the demised premises or such other location approved by Lessor, a permanent, accurate, full, and complete set of books and records of Gross Sales, including exclusions and deductions therefrom, together with supporting cash register tapes, receipts, charge slips, and other customary supporting records and receipts (the "Sales Records"). Lessee shall keep the Sales Records for at least three years after the expiration of the Lease Year to which they pertain. All of the Sales Records shall be open to inspection by Lessor and its employees and agents at all reasonable times during such three year period. If there is a dispute as to the amount of Percentage Rent or Gross Sales for any Lease Year within such three year period, then Lessee shall keep the Sales Records for such Lease Year until the dispute is settled. Lessee's obligation to keep Sales Records shall survive the expiration of the Term or the earlier termination of this Lease. At its option and expense, Lessor may cause a complete audit of the Sales Records to be made by a qualified independent auditor selected by Lessor. Any such audit must be commenced within three years after the end of the Lease Year with respect to which the audit is to be made. If the audit reveals a deficiency in the Percentage Rent paid for such Lease Year, then Lessee shall pay the amount of such deficiency within 90 days. If the deficiency is equal to or greater than 3% of the total amount payable, then Lessee shall pay all costs of such audit. If the audit reveals that Lessee overpaid the Percentage Rent, then Lessor shall credit the excess against future Rent; provided that, if there is no future rent due and payable, then Lessor shall refund the excess to Lessee within 90 days.

B. Lessee shall submit a Monthly Gross Sales Report, each month, to Lessor through the duration of the lease which shall remain confidential. In addition to this Monthly Gross Sales Report, Lessee shall submit a report reflecting only Sunday's gross sales, each month, in order for Lessor to distinguish whether operation of the restaurant on Sundays are economically feasible for the Lessee.

C. Lessee shall pay all Rent promptly, without: (i) prior demand; (ii) deductions or setoffs for any reason whatsoever; or (iii) relief from valuation and appraisal laws. Lessor may charge a late fee in the amount of 10% of the payment due with respect to any Rent that is overdue by ten days or more. The balance of any unpaid Rent shall accrue interest at the per annum rate of the prime rate reported as the Wall Street Journal prime rate, plus 5%. Lessor shall have no obligation to accept less than the full amount of any installment of Rent, together with any: (i) interest thereon; and (ii) charges hereunder; that are due and owing by Lessee to Lessor; provided that, if Lessor accepts less than the full amount owing, then Lessor may apply the sums received toward any of Lessee's obligations, in Lessor's discretion.

D. Lessee shall be responsible for taxes, insurance and basic maintenance of the premises, to-wit: the 3,774 sq. ft. The Lessor shall be responsible for the roof, foundations and exterior walls, and plate window and mechanical equipment of the building, except Lessee is responsible for HVAC system. Lessee agrees to maintain and to regularly service the HVAC as its expense and pay any repairs or replacement costs. Lessee shall be responsible for maintaining and cleaning plate windows. Lessee is responsible for all doors to the premises. Lessee shall be responsible for the maintenance and repairs of fixtures, equipment, windows except as noted above, and furniture utilized in the occupancy of said rental space.

SECTION NINE.
DAMAGES

A. Lessee shall give notice to Lessor of damages caused by natural disasters, and Lessor shall repair the damages within sixty (60) days, during which time lessee shall be entitled to abatement on the rental. If more than 66% of the demised premises is destroyed by a natural disaster, Lessee may cancel the Lease at its discretion and Lessor shall have the option of refusing to repair or replace the demised premises, and lessee's duty to pay rental under this lease agreement shall terminate as of the date of the disaster, upon thirty (30) written notice to Lessor, commencing from the date of the disaster.

B. Lessee shall be liable for the costs of all damages caused by the negligence of Lessee, and there will be no abatement of rent or termination of this lease agreement for these damages. This clause shall not be interpreted to discount or eliminate insurance coverage in effect for said damages.

SECTION TEN.
UTILITIES

A. Lessee shall contract for all utility services required on the demised premises in the name of Lessee and shall be liable for payment for all utility services received. Lessee shall deliver to Lessee upon demand receipts or other satisfactory evidence of payment of all utilities. Notwithstanding anything to the contrary set forth herein, if there are utilities that are not separately metered to the demised premises, then Lessee shall reimburse Lessor for the cost of such utilities: (a) at the same rate as the rate that would be charged to Lessee by the applicable utility companies; and (b) based on usage or consumption of the utilities, as reasonably determined by Lessor.

B. Lessor shall arrange and grant all necessary easements to utility service suppliers to facilitate installation, maintenance, and repairing of utility service required by Lessee.

SECTION ELEVEN.
TAXES

A. Lessee shall pay all personal property taxes and assessments and all business taxes and license fees.

SECTION TWELVE.
ASSIGNMENT AND SUBLEASE

Lessee shall not assign this lease agreement or sublet the demised premises to another party without the express written approval of Lessor.

SECTION THIRTEEN.
REPAIRS, ALTERATIONS, MODIFICATIONS & SIGNAGE

A. Except for repairs to be performed by Lessor pursuant to Subsection 12(B), Lessee, at its cost and expense, shall: (i) keep the demised premises, all improvements located in the demised premises, clean, neat, and safe, and in good order, repair, and condition. not inconsistent with other terms of this Lease , that Lessee shall make all repairs, alterations, additions, or replacements to the demised premises as may be required by any Law, or by fire underwriters or underwriters' fire prevention engineers; (ii) keep all windows, window frames, doors, door frames, fixtures, skylights, and other locations clean and in good order, repair, and condition, and replace glass in the doors that may be damaged or broken with glass of the same quality; and (iii) paint and decorate the demised premises as necessary or appropriate to comply with the terms and conditions of this Subsection. If it becomes necessary or appropriate to replace any equipment or fixtures, then Lessee shall: (i) replace such equipment or fixtures with new or completely reconditioned equipment or fixtures; and (ii) repair all damage resulting from the replacement of such equipment or fixtures. If Lessee fails to perform its obligations under this Subsection, then: (i) Lessor, at its option and without notice to Lessee, may perform such obligations on behalf of Lessee; and (ii) Lessee, within thirty (30) days after receipt of a written notice from Lessor, shall reimburse Lessor for the full amount of the costs and expenses incurred by Lessor in connection with performing such obligations.

B. Lessor, at its cost and expense, shall keep the foundations and roof of the demised premises in good order, repair and condition, and shall maintain the exterior walls of the demised premises in a structurally sound condition., except to the extent that there is damage caused by any act or omission of Lessee or its employees, agents, contractors, invitees, or licensees. Lessor shall commence repairs required to be made by it pursuant to this Subsection as soon as reasonably practicable after receipt of written notice from Lessee specifying the nature of the required repairs. Except as provided in this Subsection, Lessor shall not be obligated to make repairs, replacements, or improvements of any kind to or for the demised premises, or any trade fixtures or equipment contained therein, all of which such repairs, replacements, or improvements shall be the responsibility of Lessee.

C. Lessee's signs shall conform to the buildings standards and restrictions and be approved by the Lessor. The sign is expected to be consistent and similar to all other signs on the building.

SECTION FOURTEEN. **OPTION TO RENEW**

A. Lessee shall have the option to renew this lease agreement for One (1) additional term of Five (5) years. The rental rate during the Option term period shall be at an amount agreed to by and between the parties.

B. Lessee may exercise the option granted by this section by giving written notice to Lessor at least One Hundred Eighty (180) days before expiration of this lease agreement, which termination occurs December 1, 2013.

SECTION FIFTEEN. **INSURANCE**

Lessee shall insure all the premises except for the "cold dark shell" delivered by the Lessor. Lessee shall provide liability insurance in the amount of \$2,000,000.00 and shall name the Lessor as an additionally insured. Lessor shall insure the structure of the building and shall provide liability insurance on the Lessor's property in an amount of at least \$2,000,000.00. The Lessee will reimburse the Lessor for their pro-rata share of the insurance premium. Lessor shall be responsible for all exterior improvements or replacements, including any damage or replacement of plate glass windows, but excluding all doors.

SECTION SIXTEEN.
BANKRUPTCY

Lessor shall have the option to immediately terminate this lease agreement if Lessee files for voluntary bankruptcy, is placed in receivership, or has involuntary bankruptcy proceedings instituted against it by creditors.

SECTION SEVENTEEN.
CONDEMNATION

A. This lease agreement shall terminate in the event of a total condemnation of the demised premises by an authorized governmental agency. A partial condemnation of the demised premises shall only terminate this lease agreement at the option of Lessor, but if Lessor elects to continue this lease agreement, lessee shall be entitled to a partial abatement of rent proportionate to the loss of use in the demised premises suffered by lessee.

B. Lessor shall be entitled to all consequential damages awarded as a result of any eminent domain proceedings.

SECTION EIGHTEEN.
EXAMINATION OF PREMISES

A. Lessee shall examine the demised premises prior to execution of this lease agreement and shall acknowledge that the demised premises are in satisfactory condition at the time lessee enters into possession.

B. Lessor has made no representations to lessee relating to the condition of the demised premises except as specifically provided in this lease agreement.

SECTION NINETEEN.
LIQUOR LICENSE

Lessee shall have the right to apply for any liquor license approved by the City of Columbus pursuant to any waterfront program implemented by the City or any other appropriate licensing agency, state or local.

SECTION TWENTY.
PARKING

Lessee shall be entitled to two (2) parking reserved spaces within the parking garage at the current rate /space. The terms will be as per the standard lease with the parking garage. This offer must be exercised at the time of execution of the Lease.

SECTION TWENTY-ONE.
DEFAULT AND REMEDIES

A. Each of the following shall be deemed to be a default by Lessee:

- (i) Lessee's failure to pay any amount of Rent when due;
- (ii) Lessee's failure to observe or perform any term or condition of this Lease to be observed or performed by Lessee with respect to insurance, and the continuance of such failure for fifteen days after written notice;
- (iii) Lessee's failure to observe or perform any other substantial term or condition of this Lease to be observed or performed by Lessee, and the continuance of such failure for 15 days after Lessor delivers written notice to Lessee of such failure;
- (iv) The sale of Lessee's leasehold interest hereunder pursuant to execution;
- (v) The adjudication of Lessee as a bankrupt or insolvent;
- (vi) The making by Lessee of a general assignment for the benefit of creditors;
- (vii) The appointment of a receiver for Lessee's property, if such appointment is not vacated or set aside within 30 days from the date of such appointment;
- (viii) The appointment of a trustee or receiver for Lessee's property in a reorganization, arrangement, bankruptcy, or other insolvency proceeding, if such appointment is not vacated or set aside within 30 days from the date of such appointment;
- (ix) Lessee's filing of a voluntary petition in bankruptcy or for reorganization or arrangement, or the filing of an involuntary petition in bankruptcy or for reorganization or arrangement against Lessee, if such involuntary petition is not vacated within 30 days after the filing thereof; or
- (x) Lessee's filing of an answer admitting bankruptcy or insolvency or agreeing to reorganization or arrangement.

B. In the event of any default by Lessee, Lessor, in addition to any other rights or remedies available to it at law or in equity, and without further notice or demand may exercise the following rights and remedies:

- (i) terminate this Lease;
- (ii) exercise its rights under Indiana Law or Section Twenty-One; with the exception that rental obligation may not be accelerated.
- (iii) if Lessee has failed to perform any of its obligations under this Lease, enjoin the failure or specifically enforce the performance of such obligation;
- (iv) if Lessee has failed to perform any of its obligations under this Lease, other than the obligation to pay Rent, perform the obligation that Lessee has failed to perform (entering upon the Premises for such purpose, if necessary); provided that the performance by Lessor of such obligation shall not be construed either as a waiver of the

default of Lessee or of any other right or remedy of Lessor with respect to such default or as a waiver of any term or condition of this Lease; or

(v) immediately re-enter, and take possession of, the Premises as permitted by the Laws, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and expense, and for the account, of Lessee, all in compliance with the Laws;

SECTION TWENTY-TWO.
HOLDING OVER

A. Lessee shall acquire no additional rights, title, or interest to the demised premises by holding the demised premises after termination or expiration of this lease agreement. Lessee shall be subject to legal action by Lessor to obtain the removal of lessee in the event of any such holding over.

SECTION TWENTY-THREE.
SURRENDER PREMISES

A. Lessee shall promptly surrender Premises to Lessor upon the expiration of the Lease. Any occupancy of the Lessee in the Premises after the expiration of the Lease, without any written agreement to the contrary, shall be on such terms and conditions as agreed to at the time by Lessor at 150% of lease rent for three (3) months, then 200% for any additional month.

B. Lessee shall return the Premises in a "white box" condition to Lessor upon the expiration of the Lease, meaning finished floors, ceiling, plumbing, restrooms, venting, HVAC, electrical wiring, anything permanently affixed to the building.

C. At the conclusion of said Lease. Lessee shall have the right to remove all equipment, furniture and personal property used in the operation of the restaurant except for property which shall be classified as fixtures.

SECTION TWENTY-FOUR.
REMEDIES FOR LESSOR

A. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease Agreement are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this lease agreement or remedies authorized by law, or both.

B. The party at fault shall be responsible for the costs or expenses incurred by the Party not at fault in enforcing any terms of this Lease Agreement or in pursuing any legal action for the enforcement thereof.

SECTION TWENTY-FIVE.
WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION TWENTY-SIX.
GOVERNING LAW

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

SECTION TWENTY-SEVEN.
ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION TWENTY-EIGHT.
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TWENTY-NINE.
BINDING EFFECT

This Lease Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION THIRTY.
TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this Lease Agreement.

SECTION THIRTY-ONE.
SECTION HEADINGS

The titles to the sections and paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

SECTION THIRTY-TWO.
CONFIDENTIALITY CLAUSE

All information herein relating to Lessee is to be kept confidential and is intended only for those involved in the review and execution of this Lease.

SECTION THIRTY-THREE.
MISCELLANEOUS

A. This Lease shall not be recorded.

B. The rights and remedies of Lessor and Lessee hereunder shall be cumulative, and no one of them shall be deemed or construed as exclusive of any other right or remedy hereunder, at law, or in equity. The exercise of any one such right or remedy by Lessor or Lessee shall not impair its standing to exercise any other such right or remedy.

C. Nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, as creating between Lessor and Lessee any relationship other than the relationship of Lessor and Lessee.

D. The invalidity or unenforceability of any particular term or condition of this Lease shall not affect the terms and conditions, and this Lease shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein.

E. If Lessor breaches any obligation of reasonableness, then the sole remedy of Lessee shall be an action for specific performance or injunction to enforce the obligation, and Lessee shall not be entitled to any monetary damages for, or in connection with, a breach of such obligation, unless the breach is willful or in bad faith, in which event Lessee shall be entitled to all remedies available to it at law or in equity.

F. No waiver of any term or condition, or of the breach of any term or condition, of this Lease shall be deemed either to constitute a waiver of any subsequent breach of such term or condition, or to justify or authorize a non-observance upon any occasion of such term or condition, or any other term or condition, and the acceptance of Rent by Lessor at any time when Lessee is in default of any term or condition shall not be construed as a waiver of such default or of any right or remedy of Lessor on account of such default.

G. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent first due hereunder. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed to be an accord and satisfaction, and Lessor may accept any such check or payment without prejudice to the right of Lessor to recover the balance of such Rent or to pursue any other right or remedy.

H. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

I. Each person executing this Lease represents and warrants that: (i) he or she has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and (ii) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

J. Notwithstanding anything to the contrary set forth herein, if Lessor or Lessee is delayed in, or prevented from: (i) completing Lessor's Work or Lessee's Work, respectively, before the applicable dates set forth in Section 4; or (ii) otherwise observing or performing any of its obligations hereunder (other than the payment of any amount of money due hereunder) or satisfying any term or condition hereunder; in either case as the result of an act or omission of the other party or any other cause that is not within the

control of the delayed or prevented party (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then such completion, correction, observation, performance, or satisfaction shall be excused for the period of days that such completion, correction, observation, performance, or satisfaction is delayed or prevented, and the dates set forth in Section 4, and other deadlines for completion, correction, observation, performance, and satisfaction, as applicable, shall be extended for the same period.

K. Whenever in this Lease a singular word is used, it also shall include the plural wherever required by the context and vice versa. The captions of this Lease are for convenience only and do not in any way limit or alter the terms and conditions of this Lease. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified. All Exhibits in this Lease are attached hereto and incorporated herein by reference.

L. The return of any payment (check or WEB ACH) will result in the assessment of a per payment service charge against the issuer's account (or against the account on whose behalf the payment was presented). The returned payment service charge is Thirty-Five Dollars (\$35.00) or five percent (5%) of the payment, whichever is greater, not to exceed Two Hundred Fifty Dollars (\$250.00). In the event of a returned check or ACH transaction the service charge and delinquent payment must be paid in person and by cashier's check, money order, or cash. Two or more dishonored payments will result in requirement that all future payments be made with guaranteed funds (cashier's check, money order, or cash). Checks or Web ACH payments used to relieve an encumbrance which are subsequently returned by the financial institution will automatically result in the requirement that all future payments be made with guaranteed funds.

Each party to this lease agreement has caused it to be executed on the date indicated below.

LESSOR:

COLUMBUS DOWNTOWN, INC.

By: John M. Burnett
Printed: John M. Burnett

LESSEE:

MAIANI RESTAURANT GROUP, LLC

By: Jeff Maiani
Printed: Jeff Maiani
TITLE: Member
Maiani Restaurant Group, LLC
d/b/a Bistro 310

GUARANTY OF LEASE

In consideration of and as an inducement to **Columbus Downtown, Inc.**, a not-for-profit corporation organized under the laws of the State of Indiana, having its principal place of business at _____, Columbus, Indiana 47201 to enter into the particular lease agreement dated _____ (the "Lease"), between **Columbus Downtown, Inc.** (hereinafter "CDI" or "Lessor") and **Maiani Restaurant Group, LLC d/b/a Bistro 310** (hereinafter "Bistro" or "Lessee"), CDI relies on this guaranty of the Lease by **Jeff Maiani** and **Robin Maiani** ("guarantors"), jointly and severally.

Guarantors unconditionally guarantee the due and punctual payment of all rent, both basic and penalties additional, if any (as defined in the Lease), and all other sums due, including interest and penalties, and to be paid by Lessee pursuant to the Lease and the performance by Lessee of all the terms, conditions, covenants and agreements of the Lease, and guarantor agrees to pay all of Lessor's costs, expenses and reasonable attorney fees incurred in enforcing the covenants and agreements of Lessee in the Lease or incurred by Lessor in enforcing this guaranty, and defined and pursuant to Section 24(B) within the Lease Agreement.

Guarantors waive notice of the acceptance of this agreement, presentment, protest, notice of protest and any and all demands for performance or any and all notices of non-performance that might otherwise be a condition precedent to the liability of guarantor under this guaranty and guarantors agree that Lessor may proceed directly against guarantors, without first proceeding or making claim or exhausting any remedy against Lessee or pursuant any particular remedy or remedies available to Lessor.

Guarantors agree that, without releasing, diminishing or otherwise affecting the liability of guarantors or the performance of any obligation contained in this guaranty and without affecting the rights of Lessor, Lessor may, at any time and from time to time, and without notice to or further consent of guarantors:

- A. Make any agreement extending or reducing the term of the sublease or otherwise altering the terms of payment of all or any part of the rent, or granting an indulgences with respect these matters, or modifying or otherwise dealing with the Lease;
 - B. Exercise or refrain from exercising or waiving any right Lessor might have;
 - C. Accept security of any kind from Lessee;
 - D. Consent to any assignment or subletting in accordance with the Lease by Lessee, its successors and assigns, made with or without notice to guarantors; and
 - E. Consent to a changed or different use of the leased premises (as defined in the Lease).
- Guarantors agree that in the event of any one of the following:

- A. Lessee shall become insolvent or shall be adjudicated a bankrupt;
- B. Lessee shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code;
- C. A petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code filed by creditors of Lessee shall be approved by a court;

D. Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law; or

E. A receiver of all or part of Lessee's property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected or the obligations of Lessee under the sublease shall be modified, then guarantors will immediately pay to Lessor, or its successors or assigns (i) an amount equal to all rent accrued to the date of the termination, rejection or modification, plus (ii) an amount equal to the then cash value of all rent which would have been payable under the Lease for the unexpired portion of the demised term, less the then cash rental value of the leased premises for the unexpired portion of the term, together with interest on the amounts designated (i) and (ii) above at the highest rate then payable in the state in which the leased premises are located or, in the absence of a maximum rate, at the rate of 8% per annum from the date of the termination, rejection or modification to the date of payment.

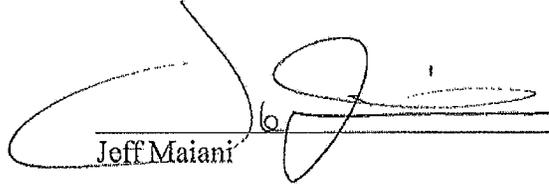
Neither guarantors' obligation to make payment in accordance with the terms of this agreement nor any remedy for the enforcement of this agreement shall be impaired, modified, changed, released or limited in any manner by any impairment, modification, change, release or limitation of the liability of Lessee or its estate in bankruptcy or of any remedy for the enforcement resulting from the operation of any present or future provision of the federal Bankruptcy Code or from the decision of any court.

This Guaranty of Lease shall bind the successors and assigns of the guarantors and inure to the benefit of the successors and assigns of the Lessor (including any assignee of the Lease, which may be assigned as additional security for a loan).

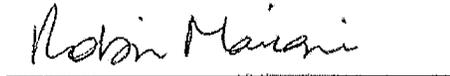
If guarantor execute this guaranty agreement as a corporation, each of the persons executing this guaranty agreement on behalf of guarantors covenant and warrant that: (a) guarantors are a duly authorized and existing corporation; (b) guarantors have and are qualified to do business in the State of Indiana ; (c) the corporation has full right and authority to enter into this guaranty agreement; and (d) each person signing on behalf of the corporation was authorized to do so.

This guaranty shall not be revoked during the initial five (5) year term of the Lease without mutual consent. Subsequently, if the Lease is renewed on the same terms, this guaranty shall remain in full force and effect.

Guarantors have executed this guaranty agreement on this 7th day of OCTOBER, 2008.

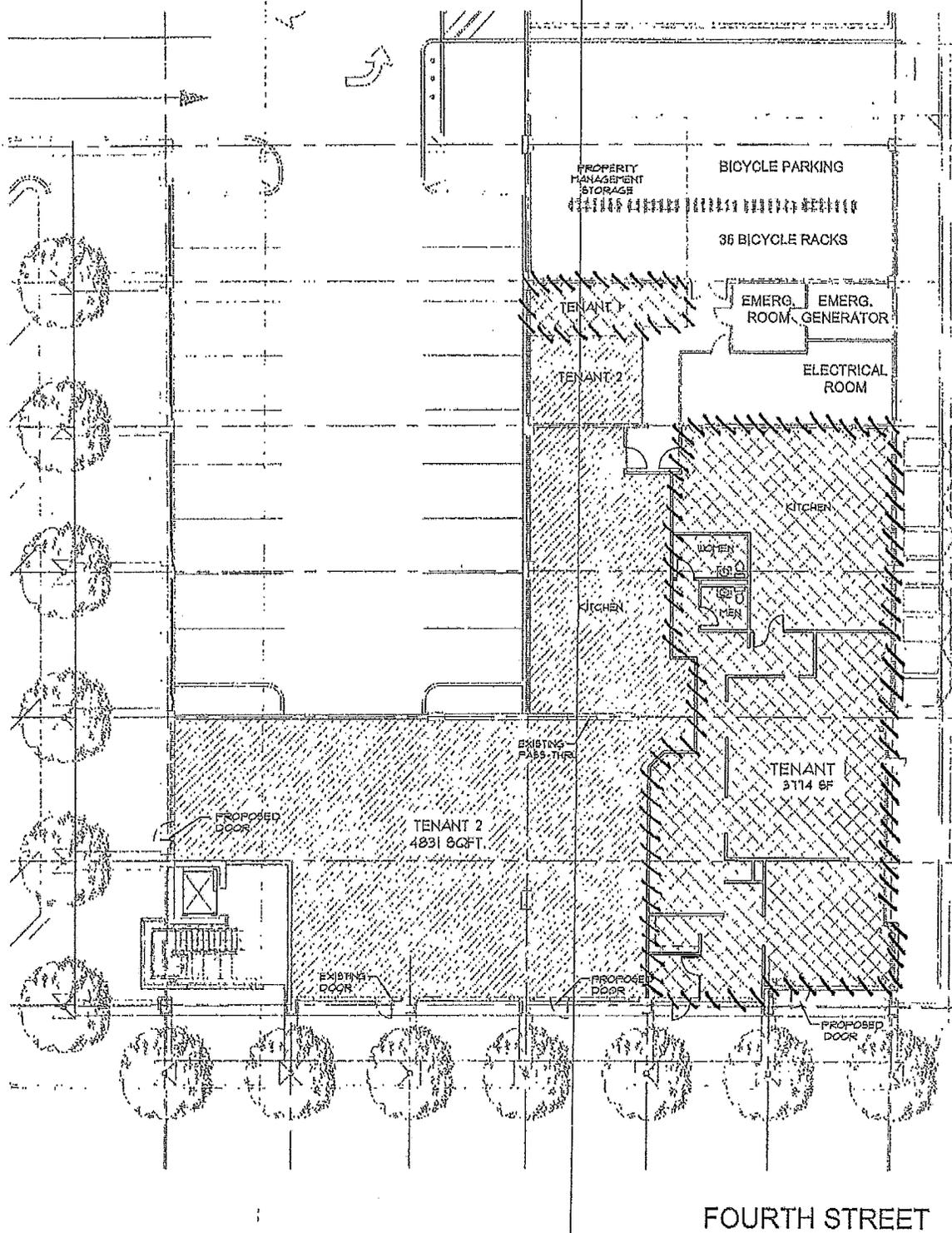


Jeff Maiani



Robin Maiani

EXHIBIT A



SYNTHESIS INCORPORATED
2500 WILSON STREET
SUITE 20
COLUMBUS, OHIO 43221
PH: 614.461.9720
FAX: 614.461.4531
www.syntheticon.com

Columbus Redevelopment Commission
Tenant Space Plan

September 05, 2008
053-0002.1 & 053-0002.2