

REAL ESTATE LEASE

This Lease, entered into by FMC, LLC, hereinafter referred to as "Landlord" and _____ hereinafter referred to as "Tenant." The Terms and Conditions for which are defined as follows including Exhibit 'B'

WITNESSETH, that Landlord and Tenant, in consideration of their mutual undertakings, agree as follows:

1. USE, TERM, RENT AND CONTINGENCIES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real estate, the legal description of which is attached hereto and incorporated herein as Exhibit "A" including the Building and all improvements located thereon, located at 8515 Keystone Crossing and hereinafter referred to as the 'Leased Premises,' and all appurtenances thereto, including the use of those parking spaces located on adjacent real estate to which the Landlord has parking rights (subject to the terms and conditions of those rights), for a term commencing on July 15, 2003, and expiring at the termination of that certain Ground Lease described in the following section

. This Lease is subject to the Ground Lease dated July 31, 1987 by and between Lawrence R. Fleming and Keystone Crossing Joint Venture. The Ground Lease was previously submitted.

The Leased Premises shall be used by Tenant only for a Chinese Restaurant open to the general public and for no other use or purpose. Tenant shall keep the Leased Premises in a clean and orderly condition and shall conduct its business there from in a careful and safe manner. Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority, including without limitation zoning ordinances, nor shall Tenant maintain, permit or suffer any nuisance to occur or exist on the Leased Premises: Tenant shall comply with the restaurant operating covenants set forth in Exhibit "D to this Lease.

2. SURRENDER AND HOLDOVER

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (excepting trade fixtures), broom-clean and in the same order and condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insurrection, riot or public disorder excepted. Unless an event of default as hereinafter defined has occurred and remains uncured, Tenant shall prior to the expiration of the term remove all of Tenant's trade fixtures and personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant prior to the expiration of the term. At Landlord's option, if Tenant fails to remove such trade fixtures and personal property then the same shall be deemed the property of Landlord. If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, without the written consent of the Landlord, then the Tenant shall be a lessee from month to month at 150% of the then current monthly rental and subject to all of the other applicable covenants, terms and conditions hereof.

3. ASSIGNMENTS AND SUBLETTING

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law. No assignment of this Lease or subletting of all or any portion of the Leased Premises by Tenant shall relieve Tenant or any guarantor of Tenant of Tenant obligations under this Lease.

4. ALTERATIONS AND MAINTENANCE OF LEASED PREMISES

Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Leased Premises without first obtaining the written consent of Landlord, which consent may not be unreasonably withheld. Landlord agrees that Tenant may perform the work described in Exhibit "E" attached hereto, subject to Landlord's written approval of Tenant's plans. All alterations, additions, or changes to the Leased Premises shall be made in a good and workmanlike manner and in accordance with all necessary laws and building codes, and shall become the property of Landlord. Tenant shall make all alterations and repairs, and Landlord shall have no obligation to make any repairs or any maintenance, except Landlord shall maintain in good condition the roof of the Leased Premises. Tenant accepts the Leased Premises "as is" in its present condition.

5. DESTRUCTION

If the Leased Premises should be damaged or destroyed by fire or other cause on or prior to December 31, 2008, Landlord shall promptly repair and restore the Leased Premises to substantially the same condition they were prior to damage or destruction, or if the Leased Premises should be damaged or destroyed by fire or other casualty, to such an extent that the cost of repair and restoration would exceed fifty percent (50%) of the amount it would cost to replace the Leased Premises in their entirety at the time such damage or destruction took place, then Landlord or Tenant shall have the right to cancel this Lease by giving the other party notice of such election within thirty (30) days after the occurrence of such damage or destruction and this Lease shall terminate as of fifteen (15) days after the date such notice is given. If Landlord and Tenant fail to exercise this option to terminate then Landlord shall at its expense promptly repair and restore the Leased Premises to substantially the same condition they were prior to the damage or destruction, and such repair and restoration shall be done within ninety (90) days. In the event the 90-day period is exceeded for cause within Landlord's reasonable control, Tenant may terminate this Lease.

If the Leased Premises should be damaged or destroyed by fire or other cause to such an extent that the cost of repair and restoration would be less than fifty percent (50%) of the amount it would cost to replace the Leased Premises in their entirety at the time such damage or destruction took place, then this Lease shall not terminate and the Landlord shall at its expense promptly repair and restore the Leased Premises to substantially the same condition they were in prior to the damage or destruction, and such repair and restoration shall be done within ninety

(90) days. In the event the 90-day period is exceeded for cause within Landlord's reasonable control, Tenant may terminate this Lease.

In the event the Leased Premises are damaged or destroyed the rents herein provided, or a fair and equitable portion thereof shall be abated until such time as the Leased Premises are repaired and restored. The opinion of an architect or registered engineer appointed by Landlord as to the costs of repair, restoration or replacement shall be controlling upon the parties. Landlord's obligation to restore or repair does not include fixtures or improvements installed or owned by Tenant. The provisions of this section are not intended to limit, modify or release Tenant from any liability it may have for damage or destruction.

Notwithstanding any other provision in this Lease, Landlord's obligation to repair and restore the Leased Premises following a casualty shall be limited to the amount of insurance proceeds that Landlord actually receives.

6. CONDEMNATION

If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's trade fixtures and for moving and relocation expenses.

7. MECHANIC'S LIENS

Tenant shall not permit any statement of intention to hold a mechanic's lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials incurred to have been performed or furnished to or for Tenant. If such statement of intention to hold a mechanics lien shall be filed, Landlord at its option may compel the prosecution of any action for the foreclosure of such mechanic's lien. If any such statement of intention to hold a mechanic's lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises, nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishings of any material that would permit the attaching of a valid mechanic's lien.

8. INDEMNIFICATIONS AND RELEASE

Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant shall indemnify and hold harmless Landlord from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Leased Premises, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by this section shall include Landlord's legal cost and fees in connection with any such claim, action or proceeding. Tenant does hereby release Landlord from all liability for any accident, damage or injury caused to a person or property on or about the Leased Premises, unless due to negligence on the part of Landlord, and notwithstanding whether such acts or omissions be active or passive. Landlord and Tenant do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

9. LANDLORD'S LIEN

To secure the payment of rent and the other liabilities of Tenant hereunder, Tenant hereby grants to Landlord a security interest subordinate to any interest of any lender of Tenant in all Tenant's personal property and fixtures including without limitation, Tenant's inventory and equipment, whether now or hereinafter acquired which is now or hereinafter located at the Leased Premises and in the proceeds thereof including tort claims and insurance all hereinafter collectively referred to as collateral. Tenant represents that the collateral will be used primarily in conducting a business at Leased Premises. Tenant shall not permit the removal of any collateral from the Leased Premises, except in the ordinary course of Tenant's business. Tenant authorizes Landlord to file financing statements relating to the collateral signed only by the Landlord. Upon the occurrence of an event of default, Landlord shall have all the remedies of a secured party available under Indiana Law. These remedies include, without limitation, the right to take possession of the collateral and for that purpose Landlord may enter upon any premises on which the collateral, or any part of it, may be situated and remove it and Tenant shall hold Landlord harmless for any liability sustained thereby except through wanton or willful misbehavior. Landlord may require that Tenant make the collateral available to Landlord at a place to be designated by Landlord which is reasonably convenient to both parties. Unless the collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Landlord shall give Tenant at least ten 10 days' prior written notice of the time and place of any public sale thereof or of the time at which any private sale or any other intended disposition thereof is to be made.

Expenses of retaking, holding, preparing for sale, selling and the like shall include Landlord's reasonable attorneys' fees and legal expenses.

10. EVENTS OF DEFAULT

Any of the following shall be deemed an event of default:

A. The failure to pay any installments of rent when due after ten (10) days after written notice; provided Tenant shall not be entitled to such written notice under this Section 10(A) more than two (2) times in any twelve (12) month period,

B. Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant and, if curable, the failure is not cured within thirty (30) days after notice thereof is given to Tenant, or such longer period of time as may be reasonably necessary to remedy such failure so long as Tenant commences the cure within such thirty (30) day period and is diligently pursuing such cure.

C. Abandonment of the Leased Premises.

D. The filing or execution or occurrence of:

I. An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly and diligently pursue action to dismiss the petition.

1. 2. A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition.

2. 3. A general assignment for the benefit of creditors by Tenant.

3. 4. The taking by any party of the leasehold created hereby, or any part thereof; upon foreclosure, levy, execution, attachment or other process of law or equity.

For purposes of this Section 10 and Section II, the term Tenant shall include any assignee or sublessee or guarantor of Tenant. This provision, however, shall not be construed to permit the assignment of this Lease, nor may the subletting of the Leased Premises, except as be permitted hereby.

11. LANDLORD'S REMEDIES

A. Upon the occurrence of any event of default, Landlord may, at its option, in addition to any other remedy or right it has hereunder or at law or in equity.

1. Re-enter the Leased Premises, without demand or notice, and resume possession by an action at law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of Tenant or disposed of at Landlord's option.

2. Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination, such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to indemnity payments, or equal to the maximum amounts allowed by any statute or rule of law.

Indemnity payments means an amount equal to the rent and other payments provided for in this Lease which would have become due and owing there under from time to time during the

unexpired term plus costs and expenses paid or incurred by Landlord from time to time in connection with:

Obtaining possession of the Leased Premises;

Removal and storage of Tenant's or other occupants' property;

Care, maintenance and repair of the Leased Premises while vacant;

Reletting the whole or any part of the Leased Premises;

Repairing, altering, renovating, otherwise putting the Leased Premises, either separately or as part of larger premises, into condition acceptable to, and reasonably necessary to obtain new lessees.

Making all repairs, alterations, and improvements required to be made by Tenant hereunder and of performing all covenants of the Tenant relating to the condition of the Leased Premises.

Less the rent and other payments, if any, actually collected and allocable to the Leased Premises or to the portions thereof relet by Landlord. Tenant shall, on demand, make indemnity payments monthly and Landlord can sue for all indemnity payments as they accrue.

3 Without terminating this Lease, relet the Leased Premises without the same being deemed an acceptance of surrender of this Lease nor a waiver of Landlord's rights or remedies and Landlord shall be entitled to indemnity payments, as heretofore defined, from Tenant. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Leased Premises, separately or with other premises or for any sum, or to any lessee or for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

1. The filing of a voluntary petition in bankruptcy by Tenant,
2. The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act;
3. An adjudication of Tenant as a bankrupt or insolvent; or
4. The appointment of a trustee, receiver, guardian, conservator or Liquidator of Tenant with respect to all or substantially all of its property;

this Lease shall terminate ipso facto as of such occurrence and the Leased Premises shall be surrendered as required by Section 2. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to indemnity payments as defined above or an amount equal to the maximum allowed by any statute or rule of law in effect at the time and governing the proceedings in which such amount is sought, whichever is more

12. ADVANCES AND INTEREST

Upon the occurrence of any event of default, Landlord may, if such default has not been cured, cure that default for the account and at the expense of Tenant. If Landlord in curing such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by Tenant upon demand by Landlord. All sums as to which Tenant is in default of payment shall bear interest at the rate often percent (10%) per annum until paid.

13. UTILITIES

Tenant shall pay for all utilities used by or supplied to Tenant, including gas, water, electricity, telephone, sewer, and trash removal charges, as long as such utilities are separately metered.

14. INSURANCE

Landlord shall, at his own expense, at all times keep the Leased Premises insured against loss by fire and other insurable casualty for the full replacement value of the Leased Premises, and the Tenant shall, at its own expense, at all times keep its fixtures, merchandise and other equipment insured against loss by fire or other insurable casualty for the full replacement value. Tenant shall also, at its expense, maintain plate glass breakage insurance in amounts acceptable to Landlord. Tenant may self-insure any plate glass. In the event the Leased Premises or the fixtures, merchandise, or other equipment therein are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived and all policies of fire and extended coverage or other insurance covering the Leased Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any. Tenant shall reimburse Landlord one hundred percent (100%) of building insurance premiums as additional rent, payable in quarterly estimated installments with a credit or additional amount due every quarter following a fourth calendar quarter.

Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect public liability insurance with companies acceptable to Landlord, naming both Landlord and Tenant as insured, with minimum limits of One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person, and Two Million Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property, and shall deposit the policy or policies of such insurance, or certificates thereof with Landlord. Tenant shall maintain a liquor liability policy in a commercially reasonable amount and name Landlord as additional insured

Tenant shall not permit the Leased Premises to be used at any time in such a manner as to increase the fire insurance rate or premium payable for the insurance of the Leased Premises against fire, or which may make void or void any policy of insurance, and in the event the insurance rate or premium payable for the insurance of the Leased Premises against fire, is increased by the occupancy or the use of the Leased Premises by Tenant, or by Tenant's orders, rules, codes and regulations, such increase in fire insurance rate, or additional premium shall be paid by Tenant to Landlord as additional rent.

15. REAL ESTATE TAXES, COM AREA EXPENSES AND OPERATING COSTS

Tenant shall pay all taxes levied and assessed against its personal property and Landlord shall pay all real estate taxes and assessments levied and assessed against the Leased Premises. Tenant will reimburse Landlord for one hundred percent (100%) of the entire building real estate taxes

above and beyond \$13,000.00 as additional rent.

One hundred percent (100%) of all common area charges from any source including the Landlord under the Ground Lease and arrears will also be reimbursed to the Landlord as additional rent by the Tenant..

Tenant shall reimburse Landlord for building insurance above and beyond \$5,264.00 Notwithstanding any other provisions of this Lease, except for Annual Rent payments due under Section 2.01 of the Ground Lease and costs for repairs or replacement of the roof; the monthly rental payments of Tenant to Landlord under this Lease are intended to constitute an absolute net return to Landlord with respect to the Leased Premises, and all costs, expenses or obligations of every kind and nature whatsoever relating to the Leased Premises (including any items of Additional Rent due under the Ground Lease) shall be paid by Tenant, and Landlord shall be indemnified and saved harmless from Tenant from and against the same.

16. SIGN

Tenant may, at its sole cost and expense, erect an appropriate sign on the Leased Premises advertising Tenant's business. The size, design, appearance and location of such sign shall require Landlord's prior written approval which shall not be unreasonably withheld, prior to installation and shall comply with all zoning and other governmental regulations. All necessary licenses and permits shall be obtained by Tenant. Tenant shall maintain such sign in good condition and repair, and shall save Landlord harmless from injury to any person or property arising from the erection and maintenance of said sign. The only signage to be placed on Tenant's Leased Premises shall be that of Tenant's.

17. ATTORNEY'S FEES

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this Lease.

18. ACCESS BY LANDLORD TO LEASED PREMISES

Landlord, Landlord's agents, and Landlord's prospective lessees, purchasers or mortgagees shall be permitted to inspect and examine the Leased Premises at all reasonable times upon giving Tenant twenty-four (24) hours' advance notice and Landlord shall have the right to make any repairs to the Leased Premises which Landlord may deem necessary, ixit this provision shall not be construed to require Landlord to make repairs except as is otherwise required hereby. Landlord shall minimize the interruption to Tenants business and shall not perform any work between 11:00 a.m. and 2:00 p.m. and between 5:00 p.m. and 9:00 p.m. (except in an emergency). For a period commencing six (6) months prior to the expiration of the term of this Lease, Landlord may maintain for rent signs on the front or on any part of the Leased Premises.

19. QUIET ENJOYMENT

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord.

20. ENVIRONMENTAL

A. Definitions As used herein, the term ‘Hazardous Material’ means any hazardous or toxic substance, material or waste or pollutant or contaminant which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term ‘Hazard Material’ includes, without limitation, any material or substance which is (i) defined as a ‘hazardous substance’ under IC. 13-11-2-98 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) designated as a ‘hazardous substance’ pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (v) defined as a ‘hazardous waste’ pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 . (42 U.S.C. §6903), (iv) defined as a ‘hazardous substance’ pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U. S.C. §9601 . (42 U.S.C. §9601), (vii) defined as a ‘regulated substance’ pursuant of Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 c.t s (42

U.S.C. §699 1), or (viii) regulated by the Toxic Substances Control Act (15 U.S.C. §2601 q), the Clean Water Act (33 U.S.C. §125 1 et q), the Clean Air Act (42 U.S.C. §7401 q.) or the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101).

B. Environmental Obligations and Representative. Tenant shall not cause, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Leased Premises or any portion of the Leased Premises by Tenant, its agents, employees, contractors, invitees, or licensees

Without the prior written consent of Landlord. Tenant shall comply fully with all federal, state and local environmental, health or safety statutes, rules, regulations or ordinances and shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions by Tenant to any local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Materials. Landlord shall have the right to inspect Tenant’s records with respect to Tenant’s compliance with this Section 20, upon reasonable notice from Landlord.

C. Environmental Indemnification If Tenant breaches the obligations stated in this Section 20, or if the presence of Hazardous Material on the Leased Premises caused or permitted by Tenant results in contamination of the Leased Premises, or if contamination of the Leased Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages resulting there from, then Tenant shall indemnify defend by counsel acceptable to Landlord and hold harmless Landlord, its subsidiaries, affiliates, successors and assigns from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term as. a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction

of any such Hazardous Material to the Leased Premises; provided that Landlord's approval of such actions shall first be obtained.

D. Survival The provisions of this Article shall survive, and remain in full force and effect after, the date hereof and termination of the term.

21. GENERAL AGREEMENT OF PARTIES

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine. Any consents or approvals of the parties shall not be unreasonably withheld, delayed or conditioned.

The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by Landlord or any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States Mail by certified or registered mail, postage prepaid.

FMC, LLC
156 E. Market Street
Mezzanine Level
Indianapolis, IN 46204
Attn: Mr. Rick Lux

If to Tenant
8515 Keystone Crossing
Indianapolis, IN 46240
Attn: Ms. Yumei Lee

Security Deposit Tenant, contemporaneously with the execution of this Lease, shall deposit with Landlord the sum of Ten Thousand Dollars (\$10,000.00) (the "Security Deposit")

Subordination At the option of Landlord, this Lease shall, at all times, be subject, subordinate and inferior to any mortgage that may be placed on the Demised Premises or the Shopping

Center. Tenant shall, upon demand, execute any instrument reasonably necessary to effect the foregoing provision. As a condition precedent to the effectiveness of the foregoing provisions, however, Landlord shall procure from the mortgagee under any such mortgage and deliver to Tenant an agreement providing, in substance, that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed, or its rights hereunder affected by any default under any such mortgage, and in the event of the foreclosure or any other enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall continue in full force and effect; provided, however, Tenant shall agree to attend to any mortgagee or purchaser at a foreclosure sale or deed in lieu thereof

Law of Indiana This Lease has been executed under and shall be governed by the laws of the State of Indiana. Complete Agreement This Lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

Partial Invalidity If any Lease provision is invalid or unenforceable to any extent, then that provision shall be deemed modified to the extent necessary to render that provision enforceable and the remainder of the Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on this _____ day and month _____ and _____ year and if this Lease is executed in counterparts, each shall be deemed an original

“LANDLORD”

FMC,LLC

By: _____ Lawrence K. Fleming, Manager

“TENANT”

Shanghai Lil.

By: _____

Exhibit 'A'

LAND DESCRIPTION

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION

19,

TOWNSHIP 17 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL
MERIDIAN, MARION
COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST
QUARTER; THENCE

SOUTH 89°34' 1" EAST ALONG THE NORTH LINE THEREOF 1215.88 FEET;
THENCE

SOUTH 00°17' 46" WEST 641.50 FEET; THENCE SOUTH 89°34' 1" EAST 747.91 FEET

TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE
NORTH 20°11' EAST 150.81 FEET TO ANON-TANGENT CURVE WITH A CENTRAL
ANGLE OF

90°39' 02" AND A RADIUS OF 25.20 FEET AND WHOSE RADIUS POINT BEARS
SOUTH

66°47' 1" EAST; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID
CURVE AN ARC

DISTANCE OF 39.87 FEET (SAID ARC BEING SUBTENDED BY A CHORD
HAVING A

BEARING OF NORTH 68°32' 12" EAST AND A LENGTH OF 35.84 FEET) THENCE
SOUTH

69°57' 13" EAST 77.41 FEET TO A POINT ON ANON-TANGENT CURVE WITH A
CENTRAL

ANGLE OF 09°08' 24" AND A RADIUS OF 252.89 FEET AND WHOSE RADIUS
POINT BEARS

NORTH 17°56' EAST; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID

CURVE AN

ARC DISTANCE OF 40.34 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A

BEARING OF SOUTH 75°37'54" EAST AND A LENGTH OF 40.30 FEET) THENCE SOUTH

0002529 WEST 120.27 FEET; THENCE NORTH 89°34'31" WEST 196.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.55 ACRES (24,000 SQUARE FEET), MORE OR

LESS; SUBJECT TO HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF LEGAL RECORD.

47640

Exhibit "B"

Rent Schedule for the 6,320 square feet deposited monthly in our deposit account

First Term:

- Now \$6300.00 through August 31, 2011 in two installments due on the 15th and 25th of each month of \$3000 and \$3300 respectfully.
- September 1, 2011 – December 31, 2012 \$7000.00 on the regular schedule of \$3500 each deposit
- January 1, 2013 –December 31, 2015 \$7500.00 on the regular schedule of \$3750 each deposit.

Second Term

- January 1, 2016 – December 31, 2021
- Five years at \$8000 plus the adjustment by the CPI for the five prior years

Third Term

- January 1, 2022 – December 31, 2026
- Five years at the prior term rent plus the adjustment by the CPI for those five prior years