

**SECOND AMENDMENT OF LEASE
AND EXERCISE OF FIRST OPTION**

LEGAL
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THIS SECOND AMENDMENT OF LEASE (the "Second Amendment") is made this 4th day of SEPTEMBER, 2012, by and between SUSQUEHANNA VALLEY MALL ASSOCIATES ("Landlord"), and EATERIES, INC., t/a GARFIELD'S RESTAURANT & PUB ("Tenant").

WITNESSETH:

WHEREAS, by lease dated September 27, 2004, as amended by Lease Modification Agreement dated September 22, 2009, (the lease, as amended, the "Lease"), Landlord leased to Tenant all those certain premises owned by Landlord situated in the Susquehanna Valley Mall, located in Selinsgrove, PA known and designated as Store Number B-1 (the "Premises") for a term of years upon certain terms and conditions as set forth in the Lease; and

WHEREAS, pursuant to **Section 23.26, Renewal Option**, of the Lease, Tenant was granted one (1) option to extend the Term of the Lease for five (5) years (the "**First Option**"); and

WHEREAS, Tenant desires to extend the Lease for the First Option and to add an additional five (5) year option (the "**Second Option**") to the Lease; and

WHEREAS, Landlord and Tenant desire to modify the provisions of the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the aforesaid, and of the sum of One (\$1.00) Dollar, by each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree with each other, as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Lease unless otherwise modified in this Second Amendment.

2. Upon the execution of this Second Amendment by both Landlord and Tenant, Tenant hereby exercises the First Option for a period of five (5) years effective October 1, 2015 and continuing through September 30, 2020 (the "**New Expiration Date**").

3. During the First Option Tenant shall pay annual Minimum Rent in an amount equal to One Hundred Twelve Thousand Seven Hundred Sixty-Nine and 00/100 Dollars

(\$112,769.00), payable in equal monthly installment payments of Nine Thousand Three Hundred Ninety-Seven and 42/100 Dollars (\$9,397.42).

4. Additionally, during the First Option Tenant shall continue to pay Percentage Rent in accordance with the terms, covenants and conditions of the Lease; however, for each Year during the First Option, Tenant's Percentage Rent Break Point shall be Two Million Two Hundred Fifty-Five Thousand Three Hundred Eighty and 00/100 Dollars (\$2,255,380.00) and the Percentage shall remain at five percent (5%).

5. Further, during the First Option, Tenant shall continue to be liable for the payment of all Additional Rent and charges, calculated from time-to-time, in accordance with the terms, covenants and conditions of the Lease.

6. Tenant hereby acknowledges that (a) Tenant is presently occupying the Premises; (b) Landlord has no responsibility to perform any work therein; and (c) as of the date hereof, Landlord has fully performed all of its obligations under the Lease.

7. The following language is hereby added to **Section 23.26, Renewal Option:**

Section 23.26: RENEWAL OPTION.

(e) Provided that Tenant is not in default hereunder at the time of exercise, Tenant shall have and is hereby granted one (1) additional option to extend the Term of this Lease of five (5) years (the "**Second Option**") upon the terms, covenants, conditions and provisions set forth in this Lease, except as set forth below; provided that at the time the Second Option is exercised, the Term of this Lease shall be in effect. The Second Option shall be exercisable by Tenant giving written notice to Landlord of its intention to exercise the same at least seven (7) months prior to the expiration of the Term. Upon receipt by Landlord of such notice and provided that Tenant shall then have the right to exercise such Second Option, the Term of this Lease shall be extended in accordance with the provisions hereof, without the necessity of any further act or documentation by Landlord or Tenant. In the event Tenant fails to exercise the Second Option within the time and in the manner aforesaid (regardless of whether such failure shall be a result of Tenant's failure to give notice or Tenant's not having the right to exercise such Second Option), then this right and Second Option shall terminate and be null and void without the necessity of any further act or documentation by Landlord or Tenant, and the Term of this Lease shall terminate in accordance with the provisions set forth elsewhere herein. During the Second Option, Tenant shall pay Landlord annual Minimum Rent of \$124,045.90 payable in equal monthly installments of \$10,337.16. During the Second Option, Tenant shall pay Landlord Percentage Rent based on an Annual Break Point of \$2,480,918.00 and a Percentage of Five Percent (5%). Further, during the Second Option, Tenant shall continue to be liable for the payment of all Additional Rent and charges, calculated from time-to-time, in accordance with the terms, covenants and conditions of this Lease.

8. Subject to the provisions of **Section 23.26** of the Lease, the Term of the Lease shall expire absolutely on the New Expiration Date without the necessity for any notice whatsoever. Subject to the provisions of **Section 23.26** of the Lease, on or before the New Expiration Date, Tenant shall vacate and surrender possession of the Premises to Landlord in accordance with the provisions of the Lease. Subject to the provisions of **Section 23.26** of the Lease, there shall be no holding over of the Premises by Tenant after the New Expiration Date.

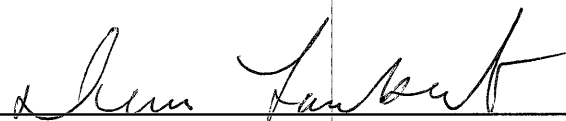
9. Except as herein provided to the contrary, all of the terms, covenants, conditions and stipulations contained in the Lease, including the confession of judgment contained therein and all other terms whether or not deemed personal covenants, shall be continued with like effect and to all legal intents and purposes as if included in a new lease containing identical terms, covenants, conditions and stipulations as in the Lease except as herein modified, until the time of expiration of the term, and the same is hereby ratified and confirmed.

10. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the date and year first above written.

LANDLORD:

**SUSQUEHANNA VALLEY MALL ASSOCIATES
PREIT-RUBIN, INC., AGENT FOR**

By: 
**DEBRA LAMBERT
SENIOR VICE PRESIDENT - LEGAL**

TENANT:

EATERIES, INC.

By: 


Name: Preston Stockton

Title: President/MANAGER

Attest: 

Name: Corey Bertolini

Title: PRO SECRETARY

ATTEST 
NAME PAUL BECKERS BOB
T. TLE CFO/secretary