

RIDER TO LEASE
DATED AS OF FEBRUARY 6, __, 2004
BY AND BETWEEN
13th STREET ASSOCIATES, L.P., AS OWNER,
AND
JL RESTAURANT GROUP, INC. , AS TENANT

40. Rent/Term.

(a) During the term of this Lease, Tenant shall pay to Owner fixed annual rent (herein so called) initially in the amount of One Hundred Ninety Six Thousand Dollars (\$196,000.00) per annum during the period commencing on the Commencement Date and ending on the Expiration Date, which fixed annual rent shall be paid monthly in advance in equal monthly installments for each Lease Year (as hereinafter defined), without prior notice or demand, and without abatement, deduction or set-off whatsoever, on the first day of each and every calendar month during the term hereof, except, however, the first monthly installment of fixed annual rent shall be paid on the execution at this Lease. The fixed annual rent shall automatically increase annually by three percent (3%) commencing on the first anniversary of the Commencement Date (as hereinafter defined) and ending on the Expiration Date so that the fixed annual rental shall be:

<u>Lease Year</u>	<u>Fixed Annual Rent</u>	<u>Monthly Installment</u>
1	\$196,000.00	\$16,333.33
2	\$201,879.96	\$16,823.33
3	\$207,936.36	\$17,328.03
4	\$214,174.44	\$17,847.87
5	\$220,599.72	\$18,383.31
6	\$227,217.72	\$18,934.81
7	\$234,034.20	\$19,502.85
8	\$241,055.28	\$20,087.94
9	\$248,286.84	\$20,690.57
10	\$255,735.48	\$21,311.29
11	\$276,194.28	\$23,016.19
12	\$284,480.16	\$23,706.68

(b) Notwithstanding anything contained herein to the contrary, the increase in the fixed annual rent payable by Tenant to Owner during Lease Year 11 shall be increased by 8% instead of 3%.

(c) In addition to the fixed annual rent payable pursuant to Section 40(a) above, Tenant shall pay additional rent (herein so called) consisting of all other sums of money as shall become due from and payable by Tenant to Owner hereunder (for default in the payment of which Owner shall have the same remedies as for a default in the payment of fixed annual rent), all to be paid in lawful money of the United States of America to Owner at its office, or such other place, or to such agent, and at such place, as Owner may designate by notice to Tenant. Such payment of rent (the fixed annual rent and the additional rent are sometimes hereinafter collectively called the "rent") shall be by check (drawn upon a bank or trust company which is a member of the New York Clearing House Association), subject to collection.

(d) The term of this Lease shall commence (the "Commencement Date") on the day Landlord substantially completes Landlord's Work (as hereinafter defined). This Lease shall expire on (the "Expiration Date") the last day of the month in which the day preceding the twelfth (12th) anniversary of the Commencement Date (the "Initial Lease Term") falls, or such earlier date(s) on which such term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law. The term "substantially completed" as used in this subparagraph 40(d) shall mean that the work in question has been performed, notwithstanding the fact that certain details of construction, mechanical adjustment, or decoration remain to be performed, the non-completion of which does not interfere with Tenant's commencement of its work in the Premises.