

RESTAURANT LEASE PROPOSAL

November 8, 2013



WILDFLOWER PROPERTY

555 East Palmetto Park Road, Boca Raton, Florida

for



City of Boca Raton

201 West Palmetto Park Road
Boca Raton
Florida, 33432
561.393.7871

by

HILLSTONE
RESTAURANT GROUP

Hillstone Restaurant Group

147 South Beverly Drive
Los Angeles
California, 90212
310.385.7343



HILLSTONE RESTAURANT GROUP, INC.

LEASE PROPOSAL

TABLE OF CONTENTS

- Letter of Transmittal Dated
November 5, 2013 to City of Boca Raton, Florida.....Tab A
- Cashier's Check No. 0085100073 for \$25,000
to the City of Boca Raton from Hillstone Restaurant Group, Inc.....Tab B
- Lease Proposal:
 - General.....Tab C-1
 - Restaurant.....Tab-C-2
 - Development Approval Requirements.....Tab C-3
 - Continuing Operations and Community Access.....Tab C-4
 - Lease.....Tab C-5
 - Qualifications of Proposer.....Tab C-6
 - Financial Requirements.....Tab C-7
 - References and Similar Past Activities.....Tab C-8
 - Litigation History.....Tab C-9
 - Implementation Plan.....Tab C-10
 - Multi-Media Presentation.....Tab C-11
 - Additional Information.....Tab C-12
 - Summary.....Tab C-13
- Exhibits 1-21

Tab A

HILLSTONE

RESTAURANT GROUP

Via Hand Delivery

November 5, 2013

City of Boca Raton
Purchasing Division/City Hall
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Re: Letter of Transmittal of Lease Proposal by Hillstone Restaurant Group, Inc.
("Hillstone"), a Delaware corporation

On behalf of Hillstone, please accept this Letter of Transmittal in response to the City of Boca Raton's ("City") September 13, 2013 Request for Lease Proposal ("RFLP") for the Wildflower Property ("the Property"). In connection with this, please be advised as follows:

- | | | |
|-------------|--|--|
| (a) | <u>Proposer:</u> | Hillstone Restaurant Group, Inc., a Delaware corporation; FEIN: 52-1164709 |
| (b) | <u>Name of the Proposed Restaurant:</u> | The trade name of the restaurant to be operated will be "Houston's Restaurant" or such other trade name as Hillstone and the City may agree to reflect the special and unique qualities of the Property. |
| (c) and (d) | <u>Business Form and Corporate Information</u> | Hillstone is a privately held, family owned corporation duly organized under the laws of the State of Delaware and fully authorized to transact business in the State of Florida. Certificates of Good Standing from both Florida and Delaware are attached hereto as Exhibit 2. |
| (e) and (f) | <u>Corporate Authorization:</u> | A certified copy of the November 4, 2013 Board of Directors' Resolution authorizing submission of this Lease Proposal and negotiation of a lease with the City is attached hereto as Exhibit 3. |

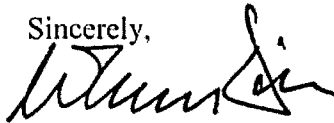
City of Boca Raton
November 5, 2013
Page Two

In addition, enclosed at Tab B is a cashier's check in the amount of \$25,000 as the required Deposit, together with eleven (11) copies of this Lease Proposal. Also included are signed copies of RFLP Addendums Nos. 1 and 2, as Exhibit 1.

As stated previously, based on our twenty-three (23) years in Boca Raton, we are excited at the prospect of opening another successful restaurant.

If I may answer any questions or otherwise be of assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Glenn Viers", written in a cursive style.

W. Glenn Viers

Vice President and General Counsel

Enclosures

Tab B



Cashier's Check

No. 0085100073

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID After 90 Days

91-170/1221

Date 10/31/13 02:42:09 PM

NAZ

32ND ST. & CAMELBACK
0007 0008326 0139

Pay  BANK OF AMERICA TWO FIVE ZERO ZERO CTS

***\$25,000.00

To The CITY OF BOCA RATON
Order Of

Remitter (Purchased By): HILLSTONE RESTAURANT GROUP, INC

Bank of America, N.A.
PHOENIX, AZ


AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Tab C-1

C-1. General.

Hillstone Restaurant Group, Inc. ("Hillstone") fully appreciates the important role the Wildflower Property ("the Property") plays within the Boca Raton Community Redevelopment Area and intends to design, construct and operate a world-class restaurant equal to its surroundings. Having successfully operated its Houston's Restaurant in the City of Boca Raton ("the City") for twenty-three (23) years, Hillstone has a demonstrated history of providing great food and warm service to our guests, together with economic benefits such as employment opportunities and tax revenues to the greater Boca Raton community. Based upon Hillstone's familiarity with the Boca Raton area and its demonstrated ability to develop beautiful, vibrant waterfront restaurants, Hillstone is confident it will create an architecturally significant and elegantly casual destination restaurant that will operate to the highest industry standards and expectations of the Boca Raton community.

Hillstone's plans anticipate a restaurant of between 5,500 and 7,500 square feet (the Houston's in Boca Raton is approximately 7,500), with a patio approximately 2,000 square feet, approximately 125 parking spaces (105 required by City) code (See Section C-3 regarding Development Approval Requirements) and 20 spaces "public" spaces, dockage, and "finger pier(s)," (subject to City and other governmental approvals), a viewing/observation deck, and public space linking the Property with the Silver Palm Park. Attached hereto as Exhibit 4 is a Proposed Site Plan, with explanatory notes and a Site Plan showing suggested modifications to Silver Palm Park. A conceptual elevation of the proposed restaurant is found at Exhibit 5.

Aside from necessary changes and/or amendments to applicable the Land Development Regulations and Zoning Code as more fully discussed in Section C-3 (Development Approval Requirements), Hillstone's plans do not require any participation from the City other than cooperation in designing and linking the transition between the Property and the adjacent Silver Palm Park to the south, as reflected on page 3 of Exhibit 4. In this regard, Hillstone is advised the City may be eligible for development funds from the State of Florida Inland Navigation District for potential improvements to the waterfront area.

Hillstone contemplates its restaurant would operate similar to the Houston's in Boca Raton by serving lunch and dinner seven (7) days a week. Although it is anticipated the restaurant will be called "Houston's Restaurant," Hillstone would like to reserve the right to create and/or utilize another name, subject to the City's approval, to reflect the exceptional characteristics of the Property. In any event, the restaurant's menu would have affinities to the Houston's in Boca Raton, with a careful consideration of other culinary offerings in the Hillstone repertoire, including sushi. The restaurant's design will likely incorporate an in-house bakery, a standard feature of our newer restaurants, to provide fresh bread daily. Copies of Hillstone's various menus may be found in Exhibit 6 and are available on Hillstone's website at www.hillstone.com. In addition to first-class menu offerings, the restaurant will have a full liquor license appropriate to serve an assortment of alcoholic beverages intended primarily to complement our guests' dining experience.

The style of the architecture and interior design will be in keeping with more recent Hillstone projects whose characteristics are generally modern, warm, and contextual while

eschewing theme-type approaches or artifice in general. Pictures of several more recent restaurants may be found at Exhibits 15, 16 and 17. Similarly, Hillstone's style of service aims to be attentive, gracious, and efficient while seeking to exceed the expectation of our guests.

With regards to income generated for the City through Hillstone's operations, as set forth more fully at Section C-5 relating to the financial provisions of the Lease, Hillstone proposes an annual rent of at least \$500,000 per year in equal monthly installments, with periodic increases, together with payment taxes, insurance, maintenance, and other costs pursuant to a "triple net" Ground Lease (hereinafter "Lease") to be negotiated between the City and Hillstone.

Consistent with recent restaurant projects, Hillstone anticipates spending in excess of \$5 Million on this project.

The restaurant and surrounding property will be appropriately landscaped with native plants and trees, together with a vegetable garden and fruit orchard for the restaurant's Chef and culinary staff as set forth as Items 27 and 28 on the Proposed Site Plan in Exhibit 4. It is anticipated the public space of the Property would be available for use at such hours as the Silver Palm Park is open to the public or as the City and Hillstone may otherwise agree.

Tab C-2

C-2. Restaurant.

Hillstone proposes entering into a long term twenty (20) year Ground Lease ("the Lease") with a series of five (5) options of five (5) years a piece. Under the Lease, Hillstone would pay annual rent of at least \$500,000 per year in equal monthly installments which amount would be subject to periodic adjustments over the term of the Lease ("Term"). Hillstone would be responsible for constructing its restaurant and related improvements, including parking, pedestrian walkways, bicycle paths, dockage and "finger pier(s)" (if permitted), and a boardwalk along the Intracoastal Waterway within the public space ("Improvements"), as well as all costs associated with taxes, insurance, and maintenance during the Term. At the end of the Term, ownership of the Improvements will revert to the City, although Hillstone would have the ability to remove its signage, personalty, furniture, fixtures, and equipment, as is customary in transactions of this sort.

Ideally situated on the Intracoastal Waterway and adjacent to the vibrant City of Boca Raton ("the City"), Hillstone intends to construct a world-class destination restaurant of between 5,500 and 7,500 square feet (approximately the same size as the Houston's in Boca Raton), with a patio of approximately 2,000 square feet, 105 parking spaces as required by code (See Section C-3 regarding Development Approval Requirements) and 20 "public" parking spaces.

Hillstone's design team is working to conceptualize a building which carefully frames and enhances the natural beauty of the Intracoastal views the Property provides. A conceptual elevation of the proposed restaurant may be found at Exhibit 5. Not only does the restaurant need to provide guests and visitors with a sense of connection to the surrounding environment, Hillstone feels the importance of this site demands the use of quality of materials and sensitive choices with respect to massing. Hillstone typically deploys materials that exude a warmth and a quality that communicate both comfort and excitement. Because of the natural beauty of the Property as a whole, landscaping is an important consideration and Hillstone envisions the application of plants and trees to provide a softness and park-like feel complete with "public art," benches, and other amenities. (See Items 4, 11, 15, and 19 on Exhibit 4) Hillstone's conceptual plans provide for an elevated bar patio with an outdoor fireplace to maximize year round water views and a palm tree lined allee connecting to Silver Palm Park. (See Items 17 and 21 on Exhibit 4). In addition, the Improvements will include a pedestrian walkway and bicycle path from the adjacent Lucas Douglas Bridge and roads linking residents and visitors of the City's downtown to the restaurant, the Intracoastal, and Silver Palm Park. (See Item 9 on Exhibit 4)

It is Hillstone's hope that its reputation as an industry leader and operational experience in Boca Raton and elsewhere are well known to the City Council and Staff. Since its founding in 1976, Hillstone continues to incrementally expand its "collection" of restaurants to vibrant and exciting locations, most recently to East Hampton, New York, Aspen, Colorado and Yountville, California in Napa Valley. (See Exhibits 16, 17, 19 and 20) As a privately-held, family owned business, Hillstone has the latitude to chart its own course with regards to growth and development resulting in a long track record of successful restaurants with yearly increases in same store sales. As such, Hillstone has an excellent relationship with Bank of America, N.A. ("the Bank") and its predecessors, which has spanned over thirty (30) years. Currently, Hillstone has a multi-million revolving credit facility with the Bank, and has received preliminary approval

to proceed with negotiations for a Lease with the City should Hillstone be fortunate enough to be selected.

As noted, Hillstone is a privately-held, family owned business which has been in existence since 1976 with multiple generations involved in the ownership and active management of the business. Further, virtually all of Hillstone's executive management have been with the Company for more than twenty (20) years and have substantial experience designing, constructing, and operating Hillstone's forty-nine (49) restaurants. (A listing of trade names and addresses of the Company's restaurants may be found at Exhibit 11) Hillstone's management is very "hands on" and will be actively involved in making this restaurant a success.

Tab C-3

C-3. Development Approval Requirements.

The "Wildflower Property" in the City of Boca Raton ("the City") is situated at the northwest corner of the intersection of Palmetto Park Road and NE 5th Avenue ("the Property"). The Property has a split land use designation and a corresponding split zoning designation. The south (approximately) one-half of the Property has a future land use designation of C (Commercial) while the northern half of the Property has a RL (Residential Low) future land use designation, with a B-1 (Local Business) zoning designation on the south portion of the Property and an R-1-B (Single-Family Residential) designation on the north portion.

The Property's current land use and zoning may hinder the development of a restaurant since such a use is not permitted within a residential zoning. As a result, unless the Property's land use designation and zoning are changed, a restaurant would be required to either restrict its operations to the south half of the Property or request a change to the future land use and zoning designations of the north half of the Property to allow the restaurant use.

The Future Land Use Element of the City's Comprehensive Plan allows only three (3) different types of commercial designations. Of the three, the one most suited for Hillstone's proposed use of the Property is the "Commercial" designation, which has the added benefit of matching the existing designation on the southern half of the Property. Therefore, Hillstone anticipates requesting a future land use amendment to change the northern half of the Property to Commercial.

Similarly, Hillstone anticipates requesting a rezoning to change the northern half of the property from R-1-B to B-1. The B-1 zoning district permits restaurants as a conditional use, and rezoning the northern portion of the property to B-1 would create a unified zoning designation for the entire Wildflower Property.

Assuming appropriate land use and zoning changes to the Property as described above are effectuated, approximately 105 parking spaces will be required for an approximately 7,500 square foot (maximum) restaurant. Additional information relating to the restaurant's proposed height, floor area ratio, setbacks, and other land development parameters are attached hereto as Exhibit 7 and incorporated herein by reference. Please note this information is preliminary and may be subject to change. Importantly, all lighting and sound shall be contained within the Property so as not to intrude onto adjacent residential properties.

With regard to traffic generated by the restaurant, Hillstone has retained Kimley-Horn and Associates, Inc. ("Kimley Horn"), a nationally recognized traffic engineering firm, to analyze parking and traffic for the Property, including the intersection of Palmetto Road and NE/SE 5th Avenues. A copy of the Kimley-Horn preliminary traffic report ("the Report") is attached hereto as Exhibit 8. According to the Report, "*all significantly impacted roadway links within the 0.5 mile travel distance are projected to operate acceptably....*" Further, the Report concludes:

*Based on the traffic impact analysis prepared for [the Property],
the proposed development meets the requirements of the Palm*

*Beach County Traffic Performance Standards Ordinance and the
City of Boca Raton.*

Additionally, Hillstone is hopeful it will be able to develop the waterfront of the Property consistent with Article III, Section 22 of the City's Code addressing "Docks and other Mooring Facilities," which would include "Finger Pier(s)," Florida Statute 373.413, and other applicable laws and regulations. Potential waterfront development is depicted as Item Nos. 15 and 16 on Exhibit 4.

Tab C-4

C-4. Continuing Operations and Community Access.

As referenced, in addition to Hillstone's restaurant operation, a significant portion of the Property will be used to provide public access to the Intracoastal Waterway and Silver Palm Park to the south. A Proposed Site Plan of the Property and Silver Palm Park, together with an elevation of the proposed restaurant may be found at Exhibits 4 and 5, respectively. Hillstone's plans also provide approximately twenty (20) parking spaces for "visitors" to the Property who are not dining at the restaurant. Among other things, Hillstone's plan provides for pedestrian, bicycle, and water access to the Property to work synergistically with downtown Boca Raton by attracting residents and visitors to the restaurant, the Intracoastal Waterway, and neighboring Silver Palm Park. This would be accomplished by providing pedestrian and bicycle access from the north side of the Lucas Douglas Bridge and creating a park-like feel, complete with benches for outside seating, tree-lined walkways, "public art" space, and a boardwalk along the Intracoastal Waterway as reflected as Items 1, 4, 9, 10, 12, 13, 16, 17, 19, and 20 on Exhibit 4.

It is Hillstone's desire to create a vibrant destination linking its restaurant with the Intracoastal Waterway, Silver Palm Park, and the City's downtown.

Tab C-5

C-5. Lease.

Hillstone contemplates entering into a long term "triple net" Ground Lease ("the Lease") with the City providing for, among other things, a twenty (20) year Term, with periodic adjustments, together with a series of five (5) options to extend for five (5) years apiece.

Trade Name: "Houston's Restaurant" or such other name as may be mutually agreed upon with the City to reflect the exceptional qualities of the Property.

Lessee: Hillstone Restaurant Group, Inc. ("Hillstone"), a Delaware corporation, fully authorized to do business with the State of Florida under the trade name "Houston's Restaurant," "Palm Beach Grill," "Hillstone Restaurant," "Gulfstream," and others. Hillstone is a privately held, family owned business which has operated continuously since 1977. Please find Certificates of Good Standing from the States of Delaware and Florida at Exhibit 2.

Premises: A building of between 5,500 and 7,500 square feet upon which Hillstone would construct a restaurant and an exterior patio approximately of 2,000 square feet and related improvements.

Surrounding Development: Hillstone proposes to integrate its restaurant development with the adjacent Silver Palm Park and to work collaboratively with the City's land use and other professionals to develop a site plan for re-development of Silver Palm Park. Hillstone proposes pedestrian access and public parking as well as uses incidental to its restaurant operations, which will connect the Property with the Silver Palm Park as reflected on Exhibit 4.

Use of the Premises: A full service restaurant offering a complete assortment of alcoholic beverages and related parking and improvements ("the Premises"). The restaurant will be specifically designed for this unique site to maximize guests' enjoyment of the Intracoastal Waterway and operated in a manner consistent with the high standards employed by the existing Houston's Restaurant in Boca Raton. An elevation of the proposed restaurant is attached hereto as Exhibit 5.

Term: Hillstone proposes a twenty (20) year Term with a series of five (5) options of five (5) years exercisable by Lessee.

Minimum Annual Rent: Hillstone proposes a Minimum Annual Rent payable to the City (exclusive Florida state sales tax) of \$500,000 per annum, with an annual increase of 5% every five years thereafter during the Term.

Percentage Rent: Hillstone proposes paying Percentage Rent to the City on an annual basis equal to five percent (5%) of the restaurant's gross annual

sales. Hillstone shall be entitled to offset the amount of any real property taxes attributable to the Property and Improvements against Percentage Rent payments.

Construction of Restaurant: Hillstone will be responsible, at its sole expense, for construction of its restaurant, including parking, dockage, and related Improvements. All funds for construction will derive from internally generated sources or pursuant to an existing multi-million dollar credit facility with its Bank.

While it is Hillstone's desire to operate its restaurant for the duration of the Term, including any options, Hillstone would propose the right to sublet and/or assign the Lease in limited circumstances under commercially reasonable terms as is customary in the industry which would include, but not be limited to, assignments involving an initial public offering of Hillstone's stock; a transfer of stock by gift, bequest, or inheritance for estate planning purposes; and/or a transfer involving the sale of all or substantially all of Hillstone's restaurants.

Further, any lease between Hillstone and the City will contain an acknowledgement that:

- (i) the Property and Improvements will revert to the City at the end of this Term;
- (ii) the Property may not be pledged as collateral;
- (iii) the Lease may not be assigned without the City's consent; and
- (iv) the provisions of Chapter 13, Boca Raton Code of Ordinances and such other requirements as may be provided by law shall apply.

Attached hereto as Exhibit 9 is a proposed lease form.

Tab C-6

C-6. Qualifications of Proposer.

The Proposed Lease will be with Hillstone Restaurant Group, Inc. ("Hillstone"), which has been in existence since 1976 and has operated the Houston's Restaurant in Boca Raton since 1990. Hillstone is a privately-held, family owned business with multiple generations involved in the ownership and active management of the business. Virtually all of the executive officers have been with the Company for over twenty (20) years. Further details and information are available on request. (Copies of Hillstone's Certificates of Good Standing, with the States of Florida and Delaware are attached as Exhibit 2.)

Hillstone currently operates forty-nine (49) restaurants across the country under the names Houston's, Hillstone, Palm Beach Grill, Gulfstream, Bandera, and others. (A complete listing of the Company's restaurant names and locations may be found at Exhibit 11.) Hillstone has substantial experience in developing waterfront properties as discussed in greater detail in Section C-8 hereof and as depicted in Exhibits 10, 11, and 12, containing pictures of the Company's Pompano Beach, North Miami Beach, and Winter Park restaurants.

Hillstone has not selected an architect or general contractor for this project at this time.

Tab C-7

C-7. Financial Requirements.

Hillstone Restaurant Group, Inc., is a privately-held, family owned business which has been in existence since 1976 and operates upscale casual dining restaurants under a variety of trade names including Houston's, Hillstone, Palm Beach Grill, Bandera, Gulfstream, R+D Kitchen, and others. The Company's annual sales for 2012 exceeded \$360 Million. Hillstone has a long-standing banking relationship with Bank of America, N.A. ("the Bank"), and its predecessors, which spans over thirty (30) years. Hillstone has a multi-million dollar revolving credit facility with the Bank and has received preliminary approval to pursue negotiations with the City should Hillstone be fortunate enough to be selected. The Company's Dun & Bradstreet reporting number is: 08-351-3960, and a copy of a recent Dun & Bradstreet Report is attached hereto as Exhibit 10.

Based upon twenty-three (23) years operating in Boca Raton, Hillstone is very familiar with this market and believes the Property has great potential to be a tremendously successful restaurant site. Additional information relating to Hillstone's financial wherewithal to develop the Property and meet its lease obligations will be provided upon request.

Tab C-8

C-8. References and Similar Past Activities.

Hillstone operates restaurants in some of the country's most exciting and vibrant cities. In addition to Houston's, our "collection" of restaurants includes Hillstone, Bandera, Gulfstream, Palm Beach Grill, R+D Kitchen, Cherry Creek Grill, Rutherford Grill, Los Altos Grill, Woodmont Grill, East Hampton Grill, and the White House Tavern. A list of the Company's trade names and locations is attached as Exhibit 11. Please also refer to Exhibits 19 and 20 for articles about Hillstone's newest restaurants in Aspen and the Hamptons entitled "Let's Talk Tavern," *Aspen Magazine* (Midsummer 2013) and "The Non-Corporate Restaurant Corporation," *Edible East End* (Fall 2011).

Eschewing a formulaic approach to building design, every Hillstone restaurant is specifically tailored to its location with an eye towards enhancing the surroundings through the use of fine materials and sensitive design.

Examples of Hillstone's design approach may be seen in other waterfront properties it has developed in Pompano Beach, North Miami Beach, and Winter Park.

- Houston's Restaurant, 2821 East Atlantic Boulevard, Pompano Beach: The Houston's in Pompano Beach is located on the northwest corner of the Intracoastal and East Atlantic Boulevard (similar to the Wildflower Property). The restaurant has a large patio and dockage for guests arriving by boat. The site was environmentally distressed and formerly housed a seafood processing facility. Hillstone remediated the environmental issues while constructing its restaurants. Adjacent to the restaurant to the immediate north are the several condominium developments with whom the restaurant enjoys an excellent reputation and whose residents the restaurant counts as some of its most loyal and supportive guests. As is typical with all Hillstone restaurants, ongoing reinvestment serves to enhance its restaurants and recent investments at Pompano Beach have totaled in excess of \$1 Million. Photos of the Houston's in Pompano Beach are attached hereto as Exhibit 12.
- Houston's Restaurant, 17355 Biscayne Boulevard, North Miami Beach: The Houston's Restaurant in North Miami Beach is situated on the west side of Maule Lake (connected to the Intracoastal Waterway). This property was also environmentally distressed and the site of a former cement factory. The property was overgrown with invasive and exotic trees and other foliage such that it was not possible to see the water from Biscayne Boulevard. Hillstone purchased the 9.2 acre tract in 1995, remediated the environmental issues and installed infrastructure including storm water drainage, water, sewer, and electrical, parking and related improvements for a three (3) restaurant development containing Houston's, Morton's, and P.F. Chang's restaurants. The development has a public Baywalk maintained by Hillstone which may be enjoyed by restaurant guests and the public. Photos of the Houston's in North Miami Beach are attached hereto as Exhibit 13.

- Hillstone Restaurant, 215 South Orlando Avenue, Winter Park: The Hillstone Restaurant in Winter Park is located on the east side of Lake Killarney. The property was previously the site of a motel which had been closed and demolished for a number of years and consisted of 2.2 acres. The restaurant was designed by Frederick Fisher & Partners, of Los Angeles (an award winning architectural firm which has designed several other restaurants for Hillstone). The restaurant's proximity to the water provides guests with tremendous sunset views, together with alfresco dining opportunities, both on land and on a dock which may be reserved for special occasions. Photos of the Hillstone Restaurant in Winter Park are attached hereto as Exhibit 14.

In addition to the foregoing restaurants located on the water, Hillstone has successfully developed a number of restaurants in "unique" locations which, in addition to providing guests with excellent food and great service, provide exceptional outdoor dining experiences:

- Rutherford Grill, 1180 Rutherford Road, Rutherford, California: In the northern part of the Napa Valley, the patio of the Rutherford Grill provides guests with Maycamas Mountains to the west. Photos of Rutherford Grill in Rutherford, California, are attached hereto as Exhibit 15.
- R+D Kitchen, 6795 Washington Street, Yountville, CA: Hillstone's newest restaurant located in Yountville, California, the culinary epicenter of the Napa Valley, only two blocks away from the French Landry, has an expansive bosque with outdoor seating and dining, complete with fire pits and spectacular views of Napa Valley. Photos of the R+D Kitchen in Yountville, California, are attached hereto as Exhibit 16.
- The White House Tavern, 302 Hopkins Street, Aspen, Colorado. This restaurant is situated in a historic miner's cottage and remains one of Aspen's oldest historic buildings. The White House Tavern has a seasonal patio providing spectacular views of Aspen Mountain and the surrounding Rockies. Photos of The White House Tavern in Aspen, Colorado, are attached hereto as Exhibit 17. Please also see Exhibit 18 for a recent article about The White House Tavern.

With regards to professional and financial references and business associates for Hillstone, the City should feel free to contact the following individuals:

- (i) Thomas Kilcrease
Vice President
Bank of America, N.A.
414 Union Street
TN1-100-02-19
Nashville Tennessee 37219
(615) 749-3926
thomas.kilcrease_jr@baml.com

Hillstone has a thirty-plus year relationship with Bank of America, N.A. ("the Bank") and its predecessors and currently has a multi-million dollar revolving credit facility with the Bank. The Company has preliminary approval from the Bank to pursue the Wildflower Property.

- | | |
|---|--|
| (ii) Honorable Lamar Fisher
Mayor, City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, Florida 33060
(954) 786-4623
lamar.fisher@copbfl.com | Mr. Dennis Beach
City Manager
100 West Atlantic Blvd.
Pompano Beach, Florida 33060
(954) 786-4601
dennis.beach@copbfl.com |
|---|--|

Mayor Fisher and Mr. Beach are familiar with the operation and development of the Houston's in Pompano Beach.

- (iii) Honorable Jim Cason
City of Coral Gables
Office of the Mayor
405 Biltmore Way, Second Floor
Coral Gables, Florida 33134
(305) 460-5220
jimcason@coralgables.com

Mayor Cason is familiar with the operation and development of the Hillstone Restaurant in Coral Gables.

- (iv) Honorable Kenneth W. Bradley
Mayor, The City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
(407) 599-3399
kbradley@cityofwinterpark.org

Mayor Bradley is familiar with the operation of the Hillstone Restaurant in Winter Park, Florida.

- (v) Jeff Briggs
Manager
Planning & Community Development
401 South Park Avenue
Winter Park, Florida 32789
(407) 599-3399
jbriggs@cityofwinterpark.org

Mr. Briggs is a member of the Winter Park Planning and Community Development staff and is familiar with the operation and development of the Hillstone Restaurant in Winter Park, Florida which has been operating for over seventeen (17) years.

- (vi) Brian Kosoy
President & Chief Executive Officer
Sterling Organization
340 Royal Poinciana Way, Suite 316
Palm Beach, Florida 33480
(561) 835-1810
bkosoy@sterlingorganization.com

Mr. Kosoy is the President of the Sterling Organization, which is the Lessor of the Royal Poinciana Plaza in which the Palm Beach Grill has been located for fourteen (14) years.

- (vii) James Brindell, Esquire
Donald Hall, Esquire
Brian Seymour, Esquire
James Crowley, Esquire
Gunster Law Firm
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
(561) 650-0621
JBrindell@gunster.com, dhall@gunster.com, BSeymour@gunster.com,
JCrowley@gunster.com

The foregoing individuals have, at various times over the past two decades, assisted Hillstone with various land use issues in connection with the development and operation of restaurants in South Florida.

- (viii) Robert R. McTeague
President
RPM General Contractors, Inc.
680 NE 26th Court
Pompano Beach, Florida 33064
(954) 785-8900
rpmgcinc@aol.com

Mr. McTeague's company, RPM General Contractors, Inc., is a licensed general contractor in Florida and has constructed a number of restaurants for Hillstone over the past two-plus decades.

- (ix) Joseph Coriaty
Frederick Fisher and Partners
12248 Santa Monica Boulevard
Los Angeles, California 90025
(310) 820-6680
JoeC@fisherpartners.net

Mr. Coriaty is an architect and principal in the architectural firm Frederick Fisher and Partners in Los Angeles. Mr. Coriaty's award winning firm has designed several of Hillstone's restaurants across the country.

- (x) Louis Cohen
Caler, Donten, Levine, Porter & Veil, P.A
South Flagler Drive, Suite 900
West Palm Beach, FL 33401
(561) 832-9292
lcohen@cdlcpa.com

Mr. Cohen is a principal with Caler, Donten, Levine, Porter & Veil, P.A., accounting firm which has provided services for Hillstone for over ten (10) years in Palm Beach County.

- (xi) George Minardos
President, Minardos Group
2800 28th Street, Suite 170
Santa Monica, CA 90405
(310) 450-6900
George@minardosgroup.com

Mr. Minardos is the President of Minardos Group, a California based general contracting company which has constructed several of the Company's newer restaurants.

Additional references are available upon request.

Tab C-9

C-9. Litigation History.

There has been no material litigation involving Hillstone, its owner or any executive officers responsive to this request. These individuals have undergone numerous extensive background checks in connection with various liquor licenses for Hillstone's restaurants.

Tab C-10

C-10. Implementation Plan.

Assuming the Land Use and Zoning approvals necessary to operate a restaurant as discussed in Section C-3, Hillstone has prepared an implementation plan and projected schedule based upon its experiences with similar projects, which is attached hereto and incorporated herein by reference as Exhibit 18. Although the development schedule contemplates opening the restaurant around December 2015, Hillstone is hopeful this schedule may be substantially shortened.

Tab C-11

HILLSTONE

RESTAURANT GROUP



Rutherford Grill, Napa Valley

- HILLSTONE
- HOUSTON’S
- BANDERA
- GULFSTREAM
- R+D KITCHEN
- RUTHERFORD GRILL
- PALM BEACH GRILL
- EAST HAMPTON GRILL
- CHERRY CREEK GRILL
- LOS ALTOS GRILL
- WOODMONT GRILL
- SOUTH BEVERLY GRILL
- WHITE HOUSE TAVERN

Lease Proposal for
Wildflower Property, 551 East Palmetto Park Road Boca Raton. Florida

November 8, 2013

















SILVER PALM PARK - Photo 8



SILVER PALM PARK - Photo 9



SILVER PALM PARK – aerial photo



WILDFLOWER SITE - Photo 4



WILDFLOWER SITE - Photo 5



WILDFLOWER SITE - Photo 6



WILDFLOWER SITE - Photo 7





HOUSTON'S – Pompano Beach (Dock)



HOUSTON'S – North Miami Beach



HILLSTONE – Winter Park (Chef's Garden)



HILLSTONE – Winter Park (Lakeside area)



HILLSTONE – Winter Park



HOUSTON'S – North Miami Beach



HILLSTONE – Winter Park



HILLSTONE – Winter Park (Dining Pier)



SITE NARRATIVE

The proposed restaurant on this site will be an anchor and a destination spot encouraging local pedestrians to experience both the park and the restaurant sites.

The proposed layout for Silver Palm Park is conceptual only and is to be viewed as a starting point for further design discussions with City of Boca Raton and other appropriate parties. The various ideas incorporated within the overall Site Plan try to leverage a greater use by the public rather than just a parking area for the boat slip.

Listed below are some of the key elements proposed to enhance the public experience of both the properties:

WILDFLOWER PROPERTY

- Extend the boardwalk from Silver Palm Park onto the Wildflower property for connection to the waterway
- Hillstone’s design incorporates an extensive vegetable garden and a fruit orchard at south side of the property
- Add a large multi-function viewing deck and a boat jetty allowing people to use the waterway as access to the site. Our design and operational experience with the Houston’s restaurant in Pompano Beach is a testament as to how we can make this restaurant accessible for the general public (via boats/ cars/ bicycles and foot)
- A state of the art restaurant would be an anchor to draw visitors to the east part of the town rather than being a place where they leave from to get to the water
- The introduction of terraces, shaded areas, landscaped pathways and various outdoor seating would enhance the property
- An extensive landscaping package would enhance the setting within which the restaurant would be situated

SILVER PALM PARK

- Propose a new building/pavilion to house relocated restrooms and allow for some potential smaller retail component such as a coffee shop. This pavilion design incorporates a public accessible roof top which can be accessed from the bridge sidewalk or the park and be used as a viewing deck and gathering space
- A greater focus on the pedestrian experience with the introduction of meandering sidewalks, bicycle paths, terraces and trellis areas
- A reconfiguration of the parking spaces so that they are located and clustered along west and south side of the park leaving the waterway side open for a more active pedestrian friendly environment
- Upgrade of the architecture/ lighting/landscaping under the bridge to make a friendlier and safer connection to the Wildflower site

LAND USE/ DENSITY ANALYSIS

TOTAL LAND AREA

Wildflower +/- 100,188 sqft. Silver Palm Park +/-187,308 sqft.

BUILDING AREA UNDER ROOF

Restaurant +/-7,500 sqft. Pavilion +/-3,000 sqft.

PARKING/ DRIVE AREA

Wildflower +/-42,875 sqft. Silver Palm Park +/- 63,100 sqft.

LANDSCAPE AREA

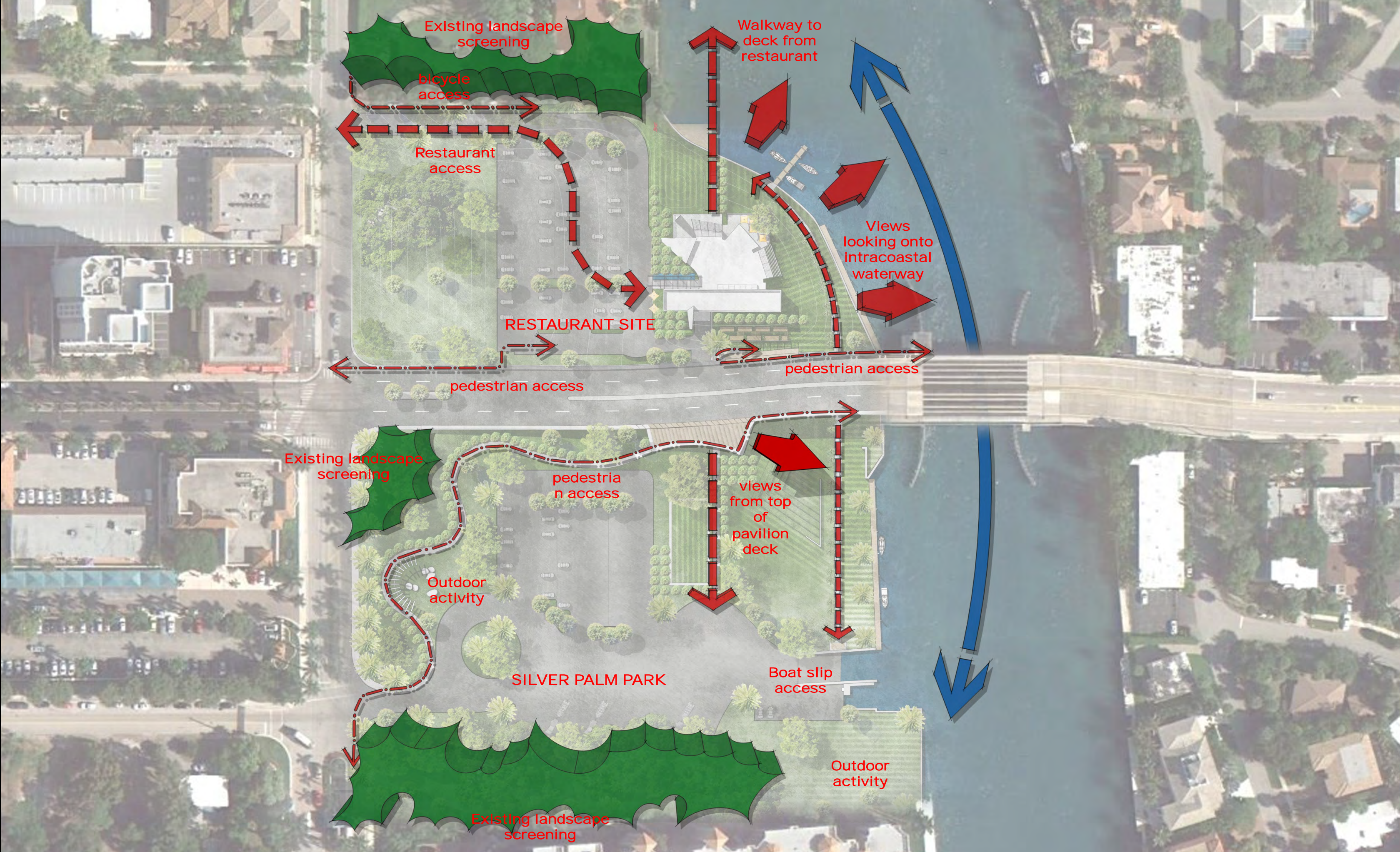
Wildflower +/- 49,813 sqft. Silver Palm Park +/-131,500 sqft.



KEYED NOTES

1. Bicycle path from north into site
2. Proposed monument entry sign per
3. Screen wall and dense landscaping
4. Public art piece/ sculpture
5. 9'-0" wide parking stalls (typical)
6. Landscaped islands with canopy trees
7. Walkway access aligning with main restaurant entry
8. Mature palm trees to continue existing on Palmetto Park Road
9. Pedestrian access to site from bridge
10. Water feature wall at end of driveway
11. Viewing deck
12. Open bermed grass area
13. Existing seawall steps into waterway
14. Pathway to restaurant porch
15. Boat dock
16. Built-in bench seating
17. Allee of palm trees along sidewalk
18. Specimen Banyan tree
19. Board walk to match Silver Palm Park
20. Bicycle parking/ storage
21. Bar patio with fireplace
22. Dining patio with umbrellas
23. Low roofed structure at dining area
24. Exhibition kitchen and prep area
25. Entry plaza with orchard trees
26. Delivery area
27. Raised vegetable and herb garden
28. Fruit orchard
29. Wood trellis area
30. Overhead viewing deck at bridge level
31. Stairs from bridge level
32. Existing bridge tower
33. Banked/ tiered amphitheatre
34. Large existing Banyan tree
35. Bicycle and pedestrian pathway





East Palmetto Park Road is central Downtown's connector to the Intracoastal Waterway and the beach, hence the Wildflower Property along this route becomes a key component in the ongoing design redevelopment of downtown Boca Raton. The Wildflower Property is a significant site in terms of its historical connection to the City of Boca Raton, its adjacency to the Intracoastal Waterway and its strategic natural hub on Palmetto Park East for central Downtown. As such, this Site warrants a wider review of the Boca Raton Master Plan Development in the downtown district to ensure that the proposed restaurant and land use designs are 'stitched' within the existing urban fabric and dovetail into the overall future designs.

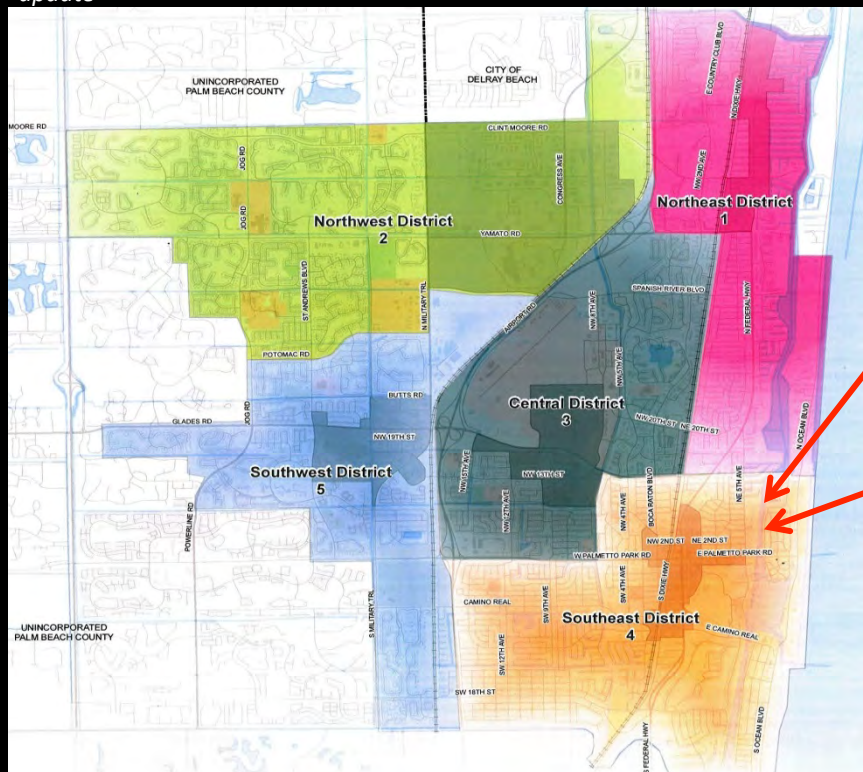
References:

City of Boca Raton Comprehensive Master Plan Maps 2010 (various map exhibits)

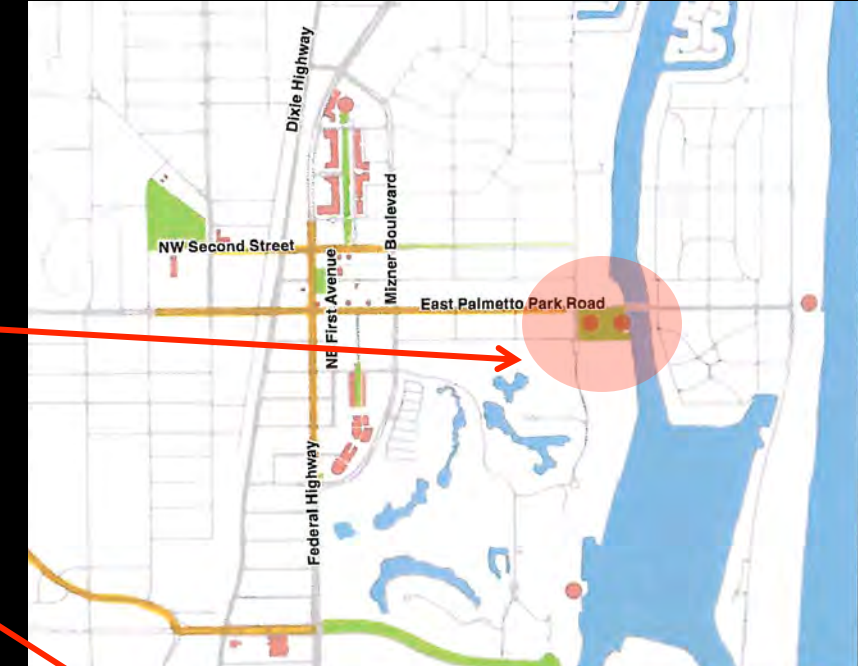
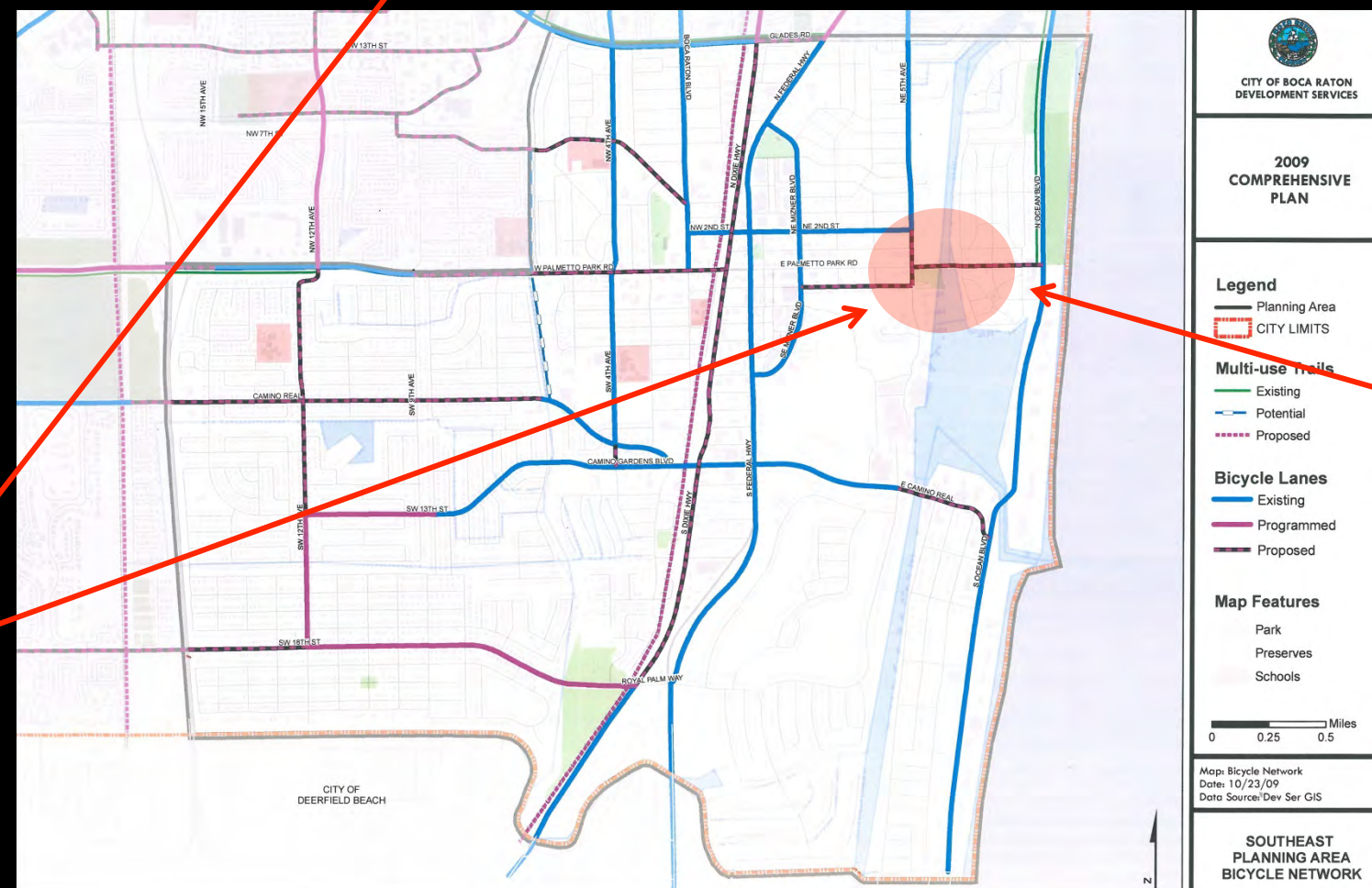
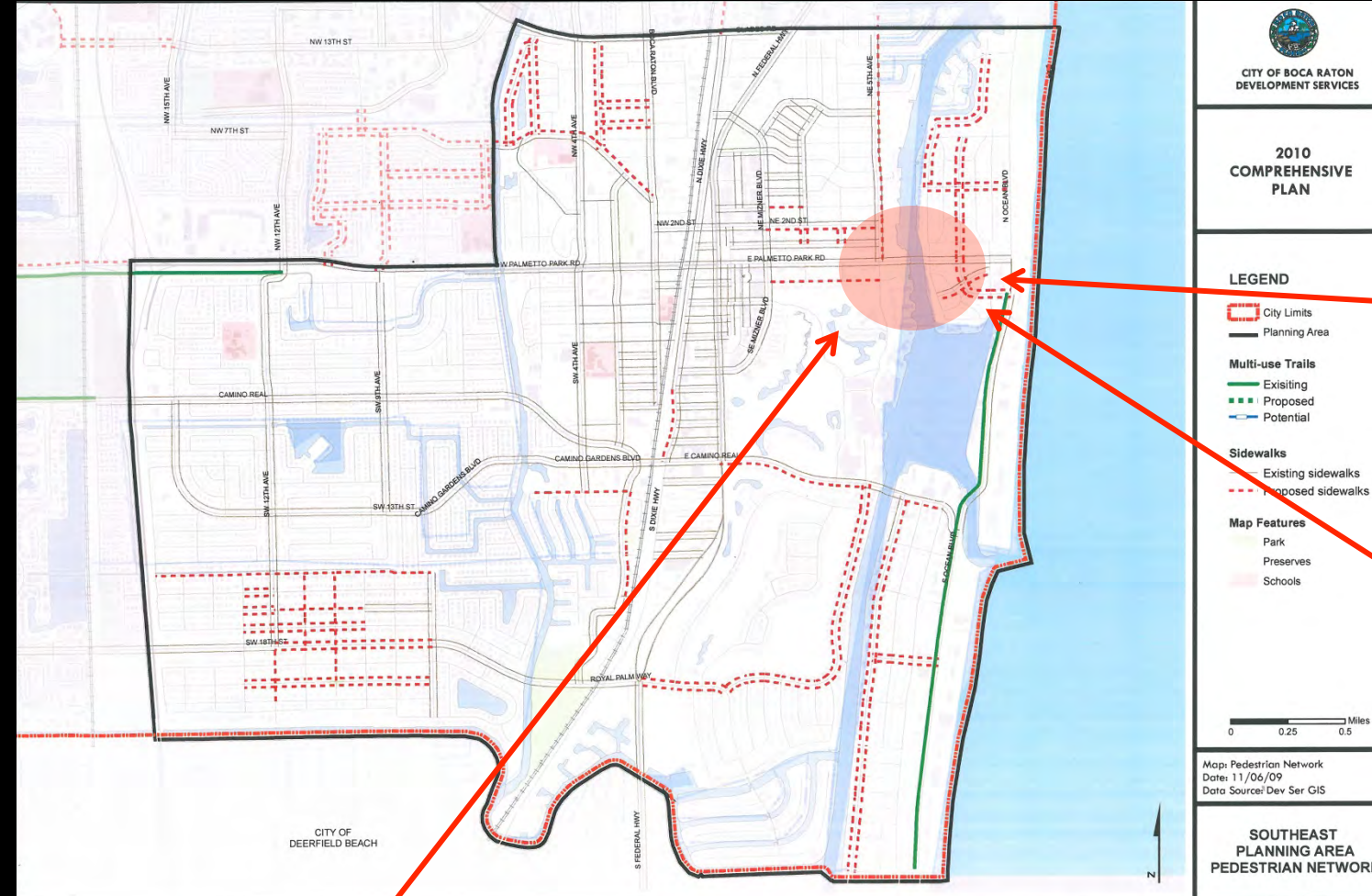
Downtown Boca Raton Master Plan Update May 2007 by Urban Design Associates

Boca Raton Pedestrian Promenade by Kimley – Horn Associates Inc.

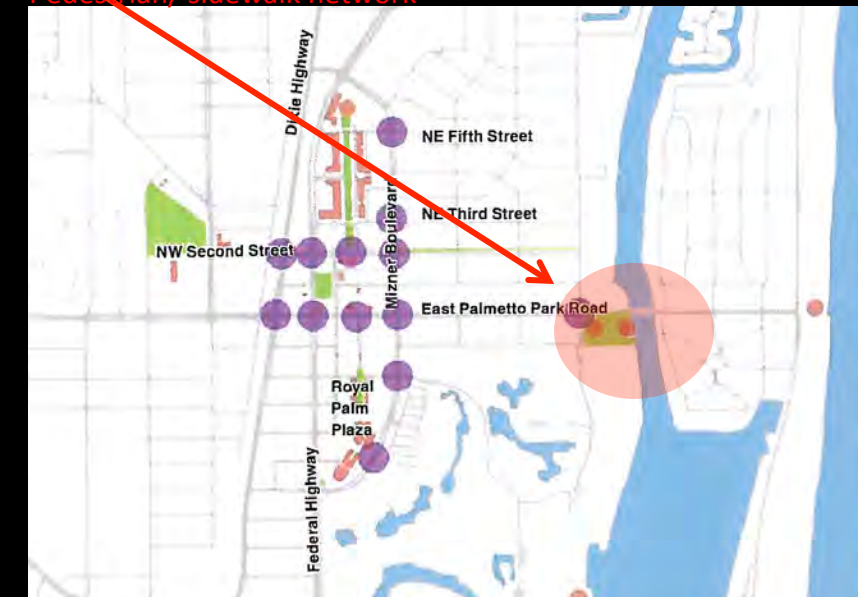
*Amended Downtown Plan for Boca Raton January 1995 – Ordinance No.5051
update*



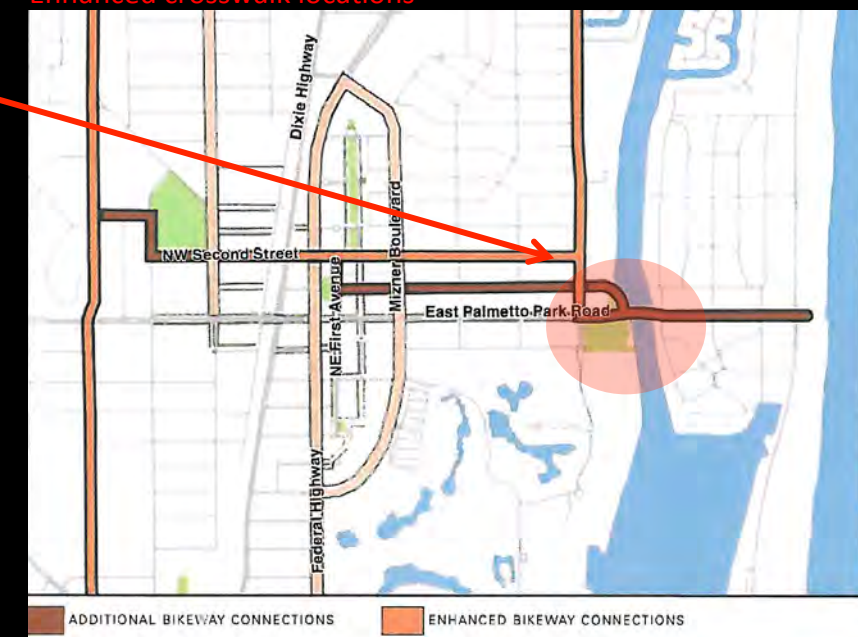
Planning areas



~~Pedestrian/ sidewalk network~~



Enhanced crosswalk locations

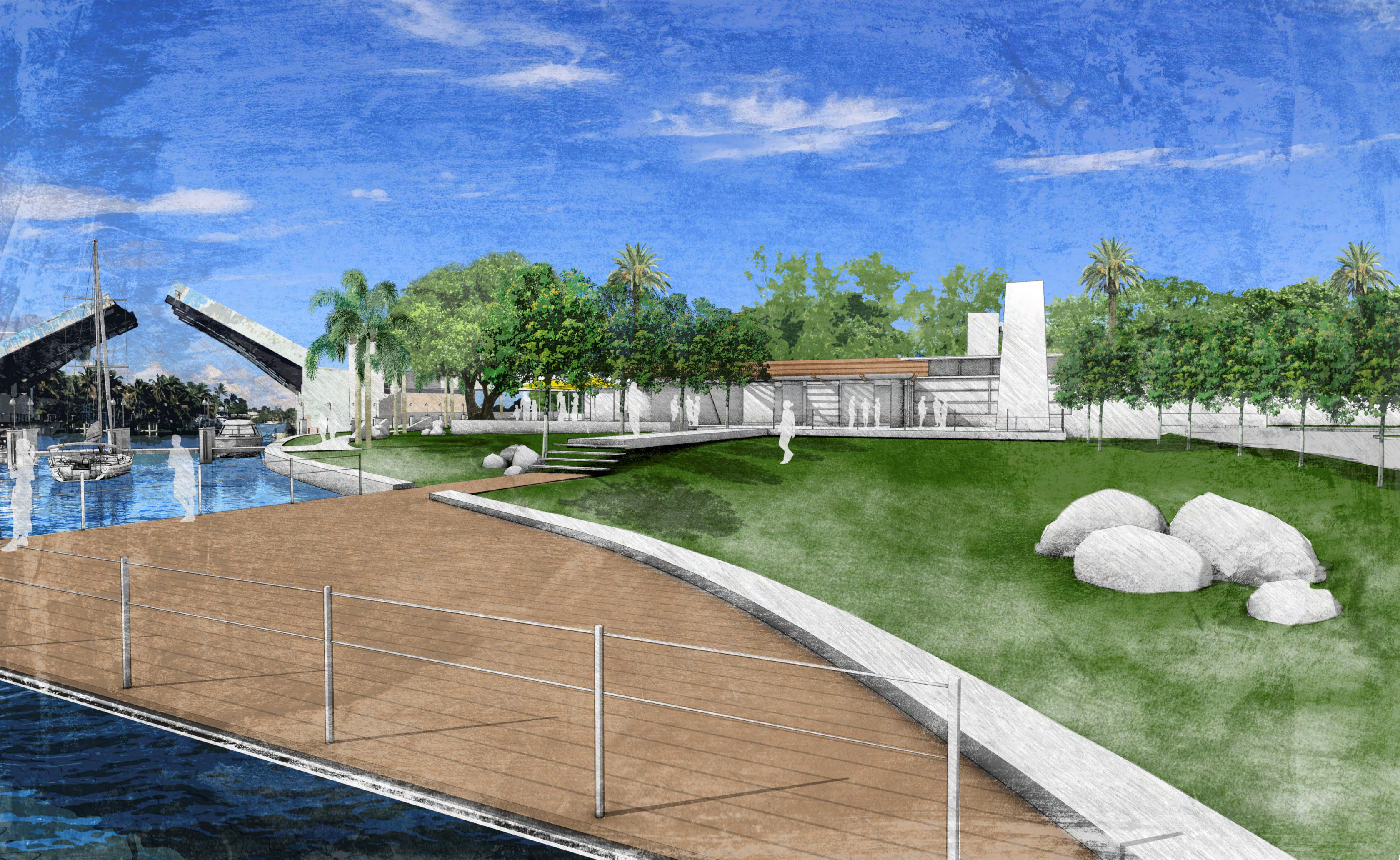


Bicycle Network













SOUTH BEVERLY GRILL Beverly Hills – AIA RESTAURANT DESIGN AWARD 2010



HILLSTONE Denver – AIA RESTAURANT DESIGN AWARD 2008

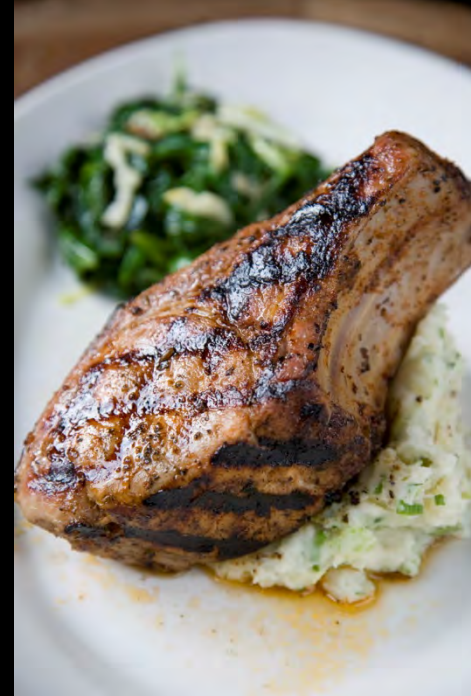


HILLSTONE Santa Monica – AIA RESTAURANT DESIGN AWARD 2005



R+D KITCHEN Newport Beach – AIA RESTAURANT DESIGN AWARD 2005





Tab C-12

C-12. Additional Information.

(a) Design Awards. The tremendous emphasis Hillstone places on the design and construction of its restaurants may not be overstated. Indeed, Hillstone strives to create beautiful and distinctive buildings that complement the location and surrounding environment. In this regard, Hillstone has been the proud recipient of numerous national awards for restaurant design including:

2005 AIA Restaurant Design Award – Hillstone Santa Monica
2005 AIA Restaurant Design Award - R+D Kitchen Newport Beach
2008 AIA Restaurant Design Award - Hillstone Denver
2010 AIA Restaurant Design Award - South Beverly Grill

(b) Articles. Hillstone's restaurants have been the subject of numerous articles and reviews. Please find the following recent articles attached as Exhibits 19, 20, 21, and 22, respectively:

- "Let's Talk Tavern," *Aspen Magazine* (Midsummer 2013);
- "The Non-Corporate Restaurant Corporation," *Edible East End* (Fall 2011);
- "Masters of Disguise Among Meatless Burger," *New York Times* (March 22, 2011); and
- "Eat Beat," *Phoenix Magazine* (April 2011).

Tab C-13

C-13. Summary.

Ideally situated on the northwestern corner of the Intracoastal Waterway and the Lucas Douglas Bridge in Boca Raton, Hillstone recognizes the important role the Wildflower Property plays in the City's redevelopment plans. Accordingly, Hillstone intends to design, construct, and operate a world-class restaurant equal to its surroundings.

As a privately-held, family owned business, Hillstone has the operational acumen and developmental expertise to create a signature restaurant that will operate to the highest industry standards and expectations of the Boca Raton community. Indeed, Hillstone has a proven record of successful development experience in several prominent waterfront locations. Having successfully operated its Houston's Restaurant in Boca Raton for more than twenty-three (23) years, Hillstone has a demonstrated history of (i) providing great food and service to its guests, and (ii) developing architecturally significant waterfront locations.

Hillstone proposes a long term "triple net" Ground Lease of twenty (20) years with a series of options, together with a competitive rent structure including annual payments of at least \$500,000, in addition to a Percentage Rent component. In addition to its restaurant, Hillstone proposes utilizing a portion of the Property for use by the public together with an inviting "park-like" design intended to connect residents and visitors from downtown Boca Raton to the restaurant, Intracoastal Waterway, and Silver Palm Park. Hillstone's plans contemplate a pedestrian walkway from the Lucas Douglas Bridge to the Property and creating a boardwalk to connect to Silver Palm Park including benches, bicycle paths, walkways, and open spaces for "public art."

Hillstone believes this Property has remarkable potential to be a defining element in the City of Boca Raton's redevelopment efforts. Hillstone also believes it has the vision to create an architecturally significant building and operate an elegantly casual destination restaurant that the City and residents of Boca Raton will proud to call their own.

Exhibits

Table of Exhibits

RFLP Addendums Nos. 1 and 2 (Tab A).....	Exhibit 1
Certificate of Good Standing from the States of Florida and Delaware (Tab A).....	Exhibit 2
Certified Copy of November 4, 2013 Board of Directors Resolutions Authorizing Submittal of Lease Proposal (Tab A).....	Exhibit 3
Conceptual Site Plan, Including Proposed Landscaping and Modifications to Silver Palm Park (Tab C-1).....	Exhibit 4
Elevation of Proposed Restaurant (Tab C-1).....	Exhibit 5
Sample Menus (Tab C-1).....	Exhibit 6
Proposed Building Height, Floor Area Ratio, and Other Technical Requirements of the Restaurant (Tab C-3).....	Exhibit 7
Traffic Impact Analysis by Kimley-Horn & Associates, Inc. (Tab C-3).....	Exhibit 8
Hillstone Proposed Form Lease (Tab C-5).....	Exhibit 9
Dun & Bradstreet Report for Hillstone Restaurant Group, Inc. (Tab C-7).....	Exhibit 10
List of Trade Names and Locations of Company's Restaurants (Tab C-8).....	Exhibit 11
Pictures of Houston's Restaurant in Pompano Beach, Florida (Tab C-8).....	Exhibit 12
Pictures of Houston's Restaurant in North Miami Beach, Florida (Tab C-8).....	Exhibit 13
Pictures of Hillstone Restaurant in Winter Park, Florida (Tab C-8).....	Exhibit 14
Pictures of Rutherford Grill in Rutherford (Napa Valley), California (Tab C-8).....	Exhibit 15
Pictures of R+D Kitchen in Yountville (Napa Valley), California (Tab C-8).....	Exhibit 16
Pictures of the White House Grill in Aspen, Colorado (Tab C-8).....	Exhibit 17
Proposed Implementation and Development Schedule (Tab C-10).....	Exhibit 18
" <u>Let's Talk Tavern</u> ," <i>Aspen Magazine</i> (Midsummer 2013) (Tabs C-8 and C-12).....	Exhibit 19
" <u>The Non-Corporate Restaurant Corporation</u> ," <i>Edible East End</i> (Fall 2011) (Tabs C-8 and C-12).....	Exhibit 20
" <u>Masters of Disguise Among Meatless Burger</u> ," <i>New York Times</i> (March 22, 2011) (Tab C-12).....	Exhibit 21
" <u>Eat Beat</u> ," <i>Phoenix Magazine</i> (April 2011) (Tab C-12).....	Exhibit 22

Exhibit 1



September 17, 2013

ADDENDUM No. 1
Request for Lease Proposals
for

Development of a Restaurant and Public Space on City of Boca Raton "Wildflower" Property

This following Addendum item is an amendment to the original Lease Proposal document and shall be considered as an integral part of said document as provided herein. This addendum is 1 page.

Clarification Replies related to Lease Proposal Scope

1. Inquiry: Does this mean a public park with dock slips adjacent to the restaurant?
Response: No. Proposers should read and interpret the scope based upon their understanding of it and make their proposal accordingly.
2. Inquiry: If the property is 2.3 acres as defined in the RFP and accompanying survey what portion of the land is the city expecting to be put aside for public use?
Response: The City is not defining the amount of public space use of the land vs. restaurant space use of the land.
3. Inquiry: How is the term fine dining defined? Is the criteria for such a definition based on the average price point per patron, type of cuisine and service? What is the standard for fine dining?
Response: It is not meaningful to specify a price point. Examples of fine dining would be higher end steak and seafood houses (such as, but not limited to, Morton's, Ruth's Chris, Trulucks, Smith & Wollensky), specialty continental restaurants (such as, but not limited to, Gazebo Café, Jean-Georges, Picholine, Del Posto, Per Se), and other establishments with similar levels for service and cuisine.
4. Inquiry: Has the City set a minimum bid, or an expectation for a return on the purchase price the City paid in 2009 when they purchased the property?
Response: No minimum bid has been established. The requirements of Chapter 13, Article III of City Code are applicable.

A handwritten signature in cursive script, appearing to read "Lynn Kunkel", is written over a horizontal line.

Lynn Kunkel, CPPB
Purchasing Manager

Proposer to acknowledge this addendum by completing the section below and submitting this form with their response.

Company Name: Hillstone Restaurant Group, Inc.
Print Name & Title: [Signature] Date: Nov. 4, 2013



October 21, 2013

ADDENDUM No. 2
Request for Lease Proposals
for

Development of a Restaurant and Public Space on City of Boca Raton "Wildflower" Property

This following Addendum item is an amendment to the original Lease Proposal document and shall be considered as an integral part of said document as provided herein. This addendum is 1 page.

Correction to Item 1-7, LEASE PROPOSAL SCOPE, paragraph 3, first sentence

The reference to the Florida Statutes is corrected to read as follows:

All Proposers must insure that their Lease Proposal complies with Section 287.05712, Florida Statutes, and Chapter 2013-223, Laws of Florida.

A handwritten signature in cursive script, appearing to read "Lynn Kunkel", is written over a horizontal line.

Lynn Kunkel, CPPB
Purchasing Manager

Proposer to acknowledge this addendum by completing the section below and submitting this form with their response.

Company Name: Hillstone Restaurant Group, Inc.

Print Name & Title: Wanda Lee Date: Nov. 4, 2013

Exhibit 2

State of Florida

Department of State

I certify from the records of this office that HILLSTONE RESTAURANT GROUP, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on August 5, 1983.

The document number of this corporation is 857338.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on April 8, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of October,
2013*



Ken Reitzner
Secretary of State

Authentication ID: CU6122715407

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HILLSTONE RESTAURANT GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2013.



0874872 8300

131247556

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0852214

DATE: 10-29-13

Exhibit 3

Secretary's Certificate

I, W. Glenn Viers, the undersigned Vice President/Assistant Secretary of Hillstone Restaurant Group, Inc., a Delaware corporation, do hereby certify that: (1) the attached is a true, correct and complete copy of the Resolutions adopted by the Unanimous Consent of the Board of Directors of Hillstone Restaurant Group, Inc., dated November 4, 2013, authorizing, among other things, the submission of a Lease Proposal to the City of Boca Raton, Florida in response to that certain Request for Lease Proposal for Development of Restaurant and Public Space on the City of Boca Raton "Wildflower Property" dated September 13, 2013, and to take such further action as may be required in furtherance thereof.

Certified this 5th day of November, 2013.

[Corporate Seal]

By: 

W. Glenn Viers
Vice President/Assistant Secretary
Hillstone Restaurant Group, Inc.
a Delaware corporation,
2710 East Camelback Road, Suite 200
Phoenix, Arizona 85016

UNANIMOUS WRITTEN CONSENT RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
HILLSTONE RESTAURANT GROUP, INC.

The undersigned, being all of the members of the Board of Directors of Hillstone Restaurant Group, Inc. ("the Board"), a corporation organized and existing under the laws of the State of Delaware ("the Corporation"), pursuant to Section 141(f) of the General Corporation Law of the State of Delaware and the Bylaws of the Corporation, do hereby consent that the following actions be taken and that the following resolutions be adopted without the necessity of a formal or informal meeting and without the requirement of any notices of such meeting, for the purposes set forth hereafter, and hereby direct that this consent be filed with the minutes of the proceedings of the Board of Directors in the Minutes Book of the Corporation:

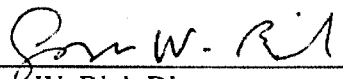
RESOLVED, that the Corporation is hereby authorized to submit a Lease Proposal in response to that certain Request for Lease Proposal for Development of Restaurant and Public Space on the City of Boca Raton "Wildflower Property" dated September 13, 2013, and, if selected, negotiate and execute a lease agreement and take such other action as may be necessary and proper to consummate the transaction contemplated thereby including negotiation of various financing documents as may be required and/or related to the Lease of the Property, (all documents referred to herein shall be referred to hereinafter as "the Transaction Documents").

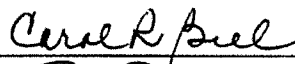
FURTHER RESOLVED, that the Board has reviewed the Lease Proposal in substantially final form and believes it is in the best interest of the Corporation to consummate the transaction contemplated therein;

FURTHER RESOLVED, that the officers of the Corporation, including but not limited to the President, George W. Biel, Executive Vice President/Secretary, Robert Scott Ashby, Vice President of Finance, Christopher Ashby, and Vice President and General Counsel, W. Glenn Viers, are hereby authorized to execute, witness the execution by one another, affix the Corporation's seal to the Transaction Documents and to make such other changes necessary to the Transaction Documents as they, in their sole discretion, deem necessary; and

FURTHER RESOLVED, that the officers of the Corporation are hereby expressly authorized to perform any and all other acts, including but not limited to the execution and delivery of any and all other documents which they in their sole discretion deem necessary, in order to effectuate the transaction described above.

IN WITNESS WHEREOF, the undersigned being all of the members of the Board do hereby give their consent to this resolution this 4th day of November 2013.


George W. Biel, Director


Carol R. Biel, Director


R. Scott Ashby, Director

Exhibit 4

PROPOSED SITE PLAN



PROPOSED SITE PLAN (keyed notes)

PROPOSED RESTAURANT SITE

1. Bicycle path from north into proposed site connecting existing route to new
2. Proposed monument entry sign per applicable design standards and codes
3. Screen wall and dense landscaping to augment existing for a 'green buffer'
4. Public art piece/ sculpture
5. 9'-0" wide parking stalls (typical)
6. Landscaped islands with canopy trees
7. Walkway access aligning with main restaurant entry. Wide enough for a tree lined path
8. Mature palm trees to continue existing on Palmetto Park Road to better integrate design elements
9. Pedestrian access to site from bridge for a more direct connection to waterway
10. Art wall (water feature) at end of driveway as a visual definition to restaurant front entry approach
11. Viewing deck. Depending on City of Boca Ordinance Code Chapter 22 'Marine Structures' Article III
12. Open bermed grass area
13. Existing seawall steps into waterway to remain
14. Pathway connecting to restaurant porch
15. Boat dock per City of Boca Ordinance Code Chapter 22 'Marine Structures' Article III
16. Built-in bench seating and pathway to continue into Silver Palm Park
17. Allee of palm trees running into and through Silver Palm Park for a landscape connection
18. Specimen Banyan tree. Intent is to maintain the tree palette from Silver Palm Park
19. Board walk to match Silver Palm Park for a visual connection
20. Bicycle parking/ storage
21. Elevated bar patio with fireplace for a better view out towards north intracoastal
22. Dining patio with umbrellas
23. Low roofed structure at dining area to better address residential units across the intracoastal
24. Exhibition kitchen and prep area
25. Entry plaza with orchard trees
26. Delivery/ service area
27. Raised vegetable and herb garden with trellis structure overhead. Stairs from bridge leads you through the garden
28. Fruit orchard
29. Wood trellis area
30. Overhead viewing deck at bridge level
31. Screen wall in front of generator room

SILVER PALM PARK

32. Grass stepped amphitheater
33. Proposed pavilion to house relocated public restrooms and other facilities as required. Top of pavilion to be used as a viewing deck and open access to/ from bridge
34. Bowling greens with sidewalk surround
35. Relocated parking area for cars and trailer parking away from waterfront
36. Proposed pedestrian and bicycle lane to connect with network to the east
37. Public picnic areas and trellis lined arbor

PROPOSED MASTER SITE PLAN (including Silver Palm Park)



Exhibit 5



Exhibit 6

GULFSTREAM

Established May 28, 2003 Los Angeles, California

SANTA BARBARA STONE CRAB

stone crab claw with our
house-made mustard sauce AQ

STARTERS

- HEAVENLY BISCUITS *"Worth the wait" (2, 4 or 6) 2/3/4*
FRIED PACIFIC OYSTERS *on the half shell topped with olive relish 15*
PEEL-N-EAT SHRIMP *cocktail and house rémoulade sauces 17*
MESQUITE GRILLED ARTICHOKES *with Creole rémoulade 14*
SEAFOOD COCKTAIL *avocado, fresh herbs and saltine crackers 14*
HOME SMOKED SALMON *Chef's dressing and toast points 13*

SANDWICHES

- GULFSTREAM CHEESEBURGER
*fresh-ground chuck, Jack cheese, marinated onions
and arugula on an egg bun with haystack fries 17*
HOUSE-MADE VEGGIE BURGER
*our signature recipe with sweet soy glaze
and melted Jack, served with haystack fries 15*
CRISPY FISH FILLET SANDWICH
*with Crescent City slaw, pickles and red onion,
served with mixed greens and Campari tomatoes 17*

SALADS

- CLASSIC CAESAR
*crisp romaine hearts, ciabatta croutons and
Reggiano parmesan 12 — with fried oysters 16*
GOLD CRUSTED AHI SALAD
seared rare and dressed with fresh citrus ponzu 25
SPRING CHOPPED SALAD
*seasonal vegetables, fresh herbs and vinaigrette 17
— with crispy chicken 19*
GEORGES BANK PAN-SEARED SCALLOPS
with tomatoes, beets and wild greens 26

ENTRÉES

- GRILLED LOUP DE MER *simply grilled with Marcona almonds, fresh herbs and haricots verts 26*
CEDAR PLANK ROASTED SALMON* *Creole mustard butter, seasonal vegetable and mashed potatoes 27*
JUMBO FRIED SHRIMP *with tartar and cocktail sauces, served with coleslaw 26*
TRUE DOVER SOLE *flown in directly from the North Atlantic for Gulfstream (Thurs - Sat only) AQ*
ROTISSERIE CHICKEN *slow roasted with aprocit glaze, served with seasonal vegetables 23*
SEASONAL VEGETABLE PLATE *this season's hand selected vegetables, served with a grilled artichoke 15*
CRISPY CHICKEN TENDERS PLATTER *with barbecue and hangman sauces for dipping 18*
JUMBO LUMP CRAB CAKES *with Pommery mustard sauce, coleslaw and French Fries 36*
CAMPFIRE BARBECUE PORK RIBS *Mesquite wood grilled, with Carolina barbecue sauce, coleslaw and fries 27*
WOOD GRILLED HAWAIIAN RIB-EYE *pineapple ginger glaze and loaded baked potato 34*
PRIME CENTER-CUT FILET *with bourbon cream sauce, yukon gold mashed potatoes and seasonal vegetable 35*

MARKET VEGETABLES & SIDES

5 each

Sautéed Spinach • Brussels Sprouts • Peruvian Corn
Maple Glazed Carrots • Spaghetti Squash
Coleslaw • Very Wild Rice • Mashed Potatoes
Haystack French Fries • True Idaho Baked Potato

DESSERTS

9 each

HOT FUDGE SUNDAE
with roasted sugar pecans
LEMON MERINGUE PIE
English lemon curd, graham cracker crust



*filleted in-house and prepared medium — please notify us of any food allergies. — 18% gratuity added to parties of 5 or more

SPARKLING & CHAMPAGNE

Schramsberg *Brut Rosé* '09, CALIFORNIA 11/48
Nicolas Feuillatte *Brut NV*, FRANCE 44 375 ML 26
Roederer *l'Ermitage* '03, ANDERSON VALLEY 48

CHARDONNAY

Trefethen '11, NAPA 10/32
Mer Soleil *Silver* '11, SANTA LUCIA HIGHLANDS 11/36
Patz & Hall '10, NAPA 13/45
Louis-Jadot '11, POUILLY-FUISSÉ, FRANCE 31
Melville '11, SANTA RITA HILLS 35
Dehlinger *Estate* '10, RUSSIAN RIVER 46
Paul Hobbs '11, RUSSIAN RIVER 58
Ramey *Ritchie* '09, RUSSIAN RIVER 77

SAUVIGNON BLANC

Gamble Family '10, NAPA 10/30
Duckhorn '12, NAPA 12/40
Patient Cottat *Vieilles Vignes* '10, SANCERRE, FRANCE 32
Groth '11, NAPA 32

MORE WHITES

Kuentz-Bas Riesling '10, ALSACE, FRANCE 10/32
Tiefenbrunner Pinot Grigio '12, ALTO-ADIGE, ITALY 9/30
Kynsi *Bien Nacido* Pinot Blanc '10, SANTA MARIA VALLEY 32
Treana *Mer Soleil Vineyard* '09, MONTEREY 38

MORE REDS

Jeff Runquist *R* Syrah '11, PASO ROBLES 11/38
Ridge *Three Valleys* Zinfandel '11, SONOMA 12/42
Terry Hoage *The 46* Syrah '09, PASO ROBLES 14/48
Gimenez Riili Malbec '11, MENDOZA, ARGENTINA 33
Deep Sea Syrah/Petite Sirah '08, CENTRAL COAST 35
Mollydooker Shiraz '10, SOUTH AUSTRALIA 45
Felsina *Fontalloro* Sangiovese '08, TUSCANY, ITALY 62
Ramey *Shanel* Syrah '09, SONOMA COAST 75

CABERNET SAUVIGNON & CABERNET BLENDS

Neal Family '06, NAPA 13/43
Mi Sueño *El Llano* '09, NAPA 15/52
Primus '10, COLCHAGUA VALLEY, CHILE 42
Madrigal '08, NAPA 45
Sequoia Grove '09, NAPA 46
Dominus *Napanook* '09, NAPA 56
Veraison *Stagecoach* '07, NAPA 60
White Cottage *Risa* '04, NAPA 66
Anderson's Conn Valley '00, NAPA 72
Cliff Lede *Stag's Leap* '09, NAPA 78
La Jota *Howell Mt.* '10, NAPA 90
Lail *Blueprint* '10, NAPA 90
Caymus '10, NAPA 96
Justin *Isosceles* '10, PASO ROBLES 100
Lewis Cellars *Hillstone* '10, NAPA 135

MERLOT

Flora Springs '11, NAPA 10/32
Provenance '09, CARNEROS 34
Storrs '10, SAN YSIDRO 35
Textbook '11, NAPA 38
Miner Family *Stagecoach* '09, NAPA 51
Château Certan *Marzelle* '06, POMEROL, BORDEAUX 92

PINOT NOIR

Lola '11, RUSSIAN RIVER 11/40
Belle Glos *Las Alturas* '11, SANTA LUCIA HIGHLANDS 14/48
Tantara '09, SANTA MARIA VALLEY 43
Sequana *Sarmento* '09, SANTA LUCIA HIGHLANDS 44
Navarro '07, MENDOCINO 46
Talley '10, ARROYO GRANDE VALLEY 49
Flowers '11, SONOMA COAST 66

DESSERT WINES

Taylor Fladgate Port '07, PORTUGAL 12

HOUSE COCKTAILS

CUCUMBER MARTINI *Hendrick's gin & fresh cucumber* 13
CORZO MARGARITA *Corzo Silver tequila, Cointreau, Grand Marnier & fresh lime* 12
THE ELDER COLLINS *Bombay Sapphire gin, St. Germain, & fresh ruby red grapefruit juice* 11
CRISP MARTINI *Oxley gin, St. Germain & Sauvignon Blanc* 13
HANGAR ONE MINT GIMLET *Hangar One Kaffir Lime vodka, fresh lime juice & mint* 12
CHAMPAGNE NEGRONI *Hendrick's gin, Campari, sweet vermouth & fresh lime* 12
POMEGRANATE COSMOPOLITAN *Ketel One vodka, Cointreau, pomegranate juice & orange twist* 12
PINK PALOMA *Corzo Reposado tequila, fresh grapefruit juice & pink peppercorns* 12

COLD BEERS

Blue Star Wheat, Draft 7	Chimay Triple, 12 oz. Draft 10	Sam Adams Light, Bottle 7
Craftsman 1903, Draft 7	Firestone Double Barrel Ale, Draft 7	Modelo Especial, Bottle 7
	Stella Artois, Bottle 7	

378 Park Ave South

HILLSTONE

Autumn Menu

NEW YORK, NY EST. 1999

STARTERS

Chicago-Style Spinach Dip hand-cut chips 15 • **House-made Guacamole** salsa fresca, hand-cut chips 13

Rosemary Focaccia marinated olives 4 • **Chilled Jumbo Shrimp** rémoulade and cocktail sauces (limited availability) 21

Nice Little House Salad beets, rustic croutons, goat cheese 8 • **Caesar Salad** romaine, grated Reggiano 8

SALADS

Iceberg Wedge and Danish Blue Cheese 15
warm beets, smokehouse bacon, Campari tomatoes

Classic Caesar 14
grated Reggiano and rustic croutons
add spit-roasted rotisserie chicken +5

Pan-Seared Ahi Tuna Salad 20
cilantro-ginger vinaigrette, mixed greens, mango, avocado

Yellowtail Sashimi 23
with kale salad tossed in roasted peanut vinaigrette

Grilled Chicken Salad 18
honey-lime vinaigrette, field greens, peanut sauce

Thai Steak & Noodle Salad 23
seared filet mignon, mango, avocado, herbs, Thai dressing

SUSHI

Spicy Tuna 'Osaka Style' 17

Thai Tuna Roll 16

Coconut Shrimp Roll 16

Classic California Roll 14

Spicy Tuna Roll 15

Rainbow Roll 17

Salmon Mango Roll 17

Kampachi Roll 21

Nigiri Combo Plate 17

BURGERS & SANDWICHES

Our burgers are ground in-house fresh each morning for today's service and served on our house-made egg bun

Hillstone Burger freshly ground chuck steak served all the way with melted cheddar 19

House-Made Veggie Burger our signature recipe with sweet soy glaze and melted jack 19

Georges Bank Fish Sandwich crispy cod fillet, hangman sauce, dill pickle, served with couscous 19

Famous French Dip thinly sliced roasted prime rib on a house-made French roll served au jus 23

HOUSE SPECIALTIES

Miso Glazed Atlantic Cod heirloom bok choy, seasoned rice, shiitake ponzu, toasted sesame 32

Today's Very Fresh Fish filleted in house, selection changes daily AQ

Pan Roasted Scottish Salmon lentil vinaigrette, whipped potatoes, sautéed bok choy 29

Jumbo Lump Crab Cakes with Pommery mustard, French fries and coleslaw (limited availability) 38

Dutch Country Chicken spit-roasted with apricot glaze and crushed herbs, served with couscous 26

Campfire Barbecue Pork Ribs fall-off-the-bone tender, with French fries and Ding's coleslaw 32

Hawaiian Rib-Eye Steak pineapple soy ginger marinade, with a loaded baked potato 38

Prime NY Strip hand-selected by Allen Brothers, finished in our broiler, with fries and watercress 49

Center-Cut Filet Mignon with whipped potatoes and wilted spinach 44

Roasted Prime Rib aged prime rib roasted on the bone, with a loaded baked potato 34



*When in the Hamptons
visit us at the East Hampton Grill.
Dinner nightly.*

Please refrain from using cell phones in the dining room • 20% gratuity
will be added to parties of 5 or more • Please notify us of any food allergies
Consuming raw or undercooked meat, seafood or eggs may increase
your risk for food borne illness

MARKET SIDES 7 EACH

Sautéed Bok Choy • Heirloom Cauliflower • Ding's Coleslaw

Shoestring French Fries • Peruvian-Style Corn

Kale Salad with roasted peanut vinaigrette • Couscous

Whipped Potatoes • Loaded Idaho Baked Potato



STARTERS & SALADS

- HEAVENLY BISCUITS *rosemary, butter and honey* 2 / 4 / 6
- GRILLED ARTICHOKE *served with house-made rémoulade* 15
- OYSTERS ST. CHARLES *fried oysters on the half shell with creamed spinach, artichokes and lemon aioli* 18
- HOUSE-SMOKED SALMON *with Chef's dressing and toast* 18
- CLASSIC CAESAR SALAD *crisp romaine, reggiano and rustic croutons* 15 (add crispy oysters +6)
- SPINACH & CHICKEN WALDORF *flame raisins, applewood bacon and cashews* 22
- ICEBERG WEDGE & BLUE CHEESE SALAD *with tomatoes and warm beets* 18



HOUSE SPECIALTIES

- CHEESEBURGER *fresh-ground chuck and brisket served loaded on a home-made bun* ◆ 20
- FRENCH DIP *sandwich shaved roast prime rib with natural au jus* ◆ 21
- DING'S CRISPY CHICKEN PO BOY *fully dressed and delicious* ◆ 17
- ◆ CHOOSE: FRENCH FRIES, COLESLAW OR WILD RICE SALAD
- TODAY'S VERY FRESH FISH *preparation changes daily* AQ
- ARCTIC CHAR *lentil vinaigrette, brussels sprouts and whipped potatoes* 28
- WILD MUSHROOM MEATLOAF *house Worcestershire, whipped potatoes and sautéed spinach* 20
- ROTISSERIE CHICKEN *spit roasted Dutch country chicken with pan juices and wild rice salad (limited)* 25
- JUMBO LUMP CRAB CAKES *pan fried blue crab with Pommery mustard, hand-cut fries and coleslaw* 42
- SPINACH & GOAT CHEESE OMELETTE *with a nice little house salad* 17
- BARBECUE RIBS *slow roasted with hand-cut french fries and coleslaw* 30
- PRIME CENTER-CUT FILET MIGNON *served with whipped potatoes and brussels sprouts* 38
- PRIME RIB ROAST *seasoned, slow roasted and served with whipped potatoes* 32

SIDES 8 each

- kale salad with roasted peanut vinaigrette
- sautéed spinach • brussels sprouts • wild rice salad
- nice little house salad • coleslaw
- whipped potatoes • hand-cut french fries
- deviled eggs

EXECUTIVE CHEF: Austen Asadorian

DINING ROOM MANAGER: Paul Weinstein

NIGHTLY FEATURES AQ

- SUN: Fried Chicken, mashed potatoes & brussels sprouts
- MON: Today's Lamb — preparation varies
- TUES: Spaghetti and Chicken Meatballs
- WED: Pan Seared Scallops with white bean ragout
- THUR: Double Cut Pork Chop with brussels sprouts
- FRI: Prime New York Strip with mushroom ragu
- SAT: Rutherford Rib-eye with blue cheese and tomatoes

OUR FOOD IS MADE FROM SCRATCH DAILY. ITEMS HAVE LIMITED AVAILABILITY.
20% GRATUITY ADDED TO PARTIES OF 5 OR MORE. PLEASE NOTIFY US OF ANY FOOD ALLERGIES.

MENU

Boca Raton, FL | Autumn

CHICAGO STYLE SPINACH DIP <i>with salsa and warm tortilla chips</i>	13
HOUSE-SMOKED SALMON <i>with toast points and Chef's dressing</i>	14
TODAY'S FEATURED SOUP <i>selection changes daily</i>	7

SALADS

- GRILLED CHICKEN SALAD**
*mixed greens, jicama, honey-lime vinaigrette
and peanut sauce* 16
- SASHIMI TUNA SALAD*** *pan-seared ahi,
mango, mixed greens, cilantro ginger vinaigrette* 21
- THAI STEAK & NOODLE SALAD**
*marinated filet mignon, avocado, mango,
pancit noodles, chopped peanuts, Thai dressing* 19
- EMERALD KALE SALAD** *pulled rotisserie
chicken, roasted peanut vinaigrette* 16

TODAY'S SOUP & SALAD
*our featured soup served with a classic Caesar,
or traditional salad with smokehouse bacon* 14

house SPECIALTIES

TODAY'S FRESH FISH* <i>preparation changes daily, with seasonal vegetable</i>	MKT
BELL & EVANS ROTISSERIE CHICKEN <i>roasted with crushed herbs and apricot glaze, with couscous</i>	23
PAN-FRIED FISH* <i>dill tartar sauce, vine-ripened tomatoes, coleslaw</i>	26
FAROE ISLAND SALMON* <i>hand filleted in-house, with lentil vinaigrette and brussels sprouts</i>	26
DOUBLE-CUT PORK CHOP* <i>cured in-house, with braised red cabbage</i>	27
SEARED TUNA STEAK* <i>pan-seared ahi, Champagne vinaigrette, coleslaw</i>	26
BARBECUE PORK RIBS <i>slow cooked, with a loaded Idaho baked potato OR french fries and coleslaw</i>	29
HAWAIIAN RIB-EYE* <i>pineapple sesame ginger marinade, loaded Idaho baked potato</i>	35
ROASTED PRIME RIB* <i>aged and seasoned, with hand-cut french fries</i>	35
CENTER-CUT FILET* <i>Allen Brothers beef tenderloin, hardwood grilled, with seasonal vegetable</i>	38
PRIME NEW YORK STRIP* <i>hand selected by Allen Brothers, with watercress and hand-cut fries</i>	46

Caesar or Traditional Salad to accompany your entrée 7

AFTER dinner *Key Lime Pie with whipped cream* 8 • *Hot Fudge Sundae with candied pecans* 8
Fresh Ground Coffee 3 • *Espresso* 2 • *Macchiato* 2 • *Cappuccino* 3

Please notify us of food allergies • Parties larger than 6 will be accommodated at separate tables • No cell phones in the dining room
*Florida State Food Code requires us to inform you consuming raw or undercooked meats and seafood may increase your risk of food borne illnesses.

BURGERS & SANDWICHES

- CHEESEBURGER*** *fresh ground chuck,
cheddar, lettuce, tomato, onion, house-made bun* 16
- HOUSE MADE VEGGIE BURGER** *our signature
recipe with sweet soy glaze and melted Monterey jack* 16
- HICKORY BURGER***
Canadian bacon, chopped cheddar, onion 16
- FRENCH DIP AU JUS*** *thinly sliced roasted
prime rib, house-made toasted French roll* 20

SIDES & vegetables

- Kale Salad with Roasted Peanut Vinaigrette* 6
Hand-Cut French Fries 4 | *Couscous* 4 | *Coleslaw* 4
Seasonal Vegetable 4 | *True Idaho Baked Potato* 6

WINE LIST

Boca Raton, FL | Autumn

SPARKLING

Schramsberg Blanc de Blancs, California 11 / 42
Roederer Estate Brut Rosé, Anderson Valley 38
Nicolas Feuillatte Brut, Epernay, France 48

CHARDONNAY

Mer Soleil Silver, Santa Lucia Highlands 11 / 34
Frank Family, Napa Valley 12 / 38
ZD, California 13 / 40
Casa Lapostolle Cuvée Alexandre, Chile 32
Stags' Leap Winery, Napa Valley 36

SAUVIGNON BLANC

Wither Hills, Marlborough, New Zealand 10 / 32
Pascal Jolivet, Sancerre, Loire, France 11 / 34
Frog's Leap, Napa Valley 38
Cakebread, Napa Valley 42

MORE WHITES

Schloss Vollrads Riesling, Rheingau, Germany 10 / 32
Don Olegario Albariño, Rias Baixas, Spain 10 / 32
Jermann Pinot Grigio, Venezia Giulia, Italy 10 / 32
Mas de la Dame Rosé, Provence, France 30
Conundrum, California 32

MORE REDS

Aruma Malbec, Mendoza, Argentina 10 / 32
Seghesio Zinfandel, Sonoma 11 / 34
Shatter Grenache, Roussillon, France 12 / 40
Stags' Leap Winery Petite Syrah, Napa Valley 13 / 42
Orin Swift The Prisoner, Napa Valley 14 / 45
Viña Mayor Tempranillo, Ribera del Duero, Spain 32
Henry's Drive Shiraz, Padthaway, Australia 40
Green & Red Chiles Canyon Zinfandel, Napa Valley 48
Old Ghost Old Vine Zinfandel, Lodi 55
Justin Savant Syrah / Cabernet, Paso Robles 60

CABERNET SAUVIGNON

The Rule, Napa Valley 10 / 32
Carpe Diem, Napa Valley 11 / 36
Mount Veeder, Napa Valley 12 / 40
Ladera, Napa Valley 13 / 42
Mi Sueño El Llano, Napa Valley 14 / 45
Hook & Ladder Tillerman, Russian River Valley 28
Volunteer, Napa Valley 44
Chappellet Cervantes, Napa Valley 48
Duckhorn Paraduxx C Blend, Napa Valley 50
Sequoia Grove, Napa Valley 55
Grgich Hills, Napa Valley 57
Round Pond, Napa Valley 62
B.R. Cohn Olive Hill, Sonoma 64
Cliff Lede, Napa Valley 68
Flora Springs Trilogy, Napa Valley 70
Cain Concept, Napa Valley 84
Pine Ridge Rutherford, Napa Valley 90
Ladera Howell Mountain, Napa Valley 98
Lewis Cellars Hillstone, Napa Valley 130
Caymus Special Selection, Napa Valley 180

MERLOT

Artesa, Napa Valley 10 / 32
Whitehall Lane, Napa Valley 40
Clos Du Val, Napa Valley 45
Pride Mt., Napa/Sonoma 68

PINOT NOIR

Belle Glos Meiomi, California 10 / 32
Etude, Carneros 12 / 40
Row Eleven Viñas 3, California 34
Laetitia Estate, Central Coast 34
Four Graces, Dundee Hills, Oregon 38
Emeritus, Russian River Valley 45
Belle Glos Las Alturas, Santa Lucia Highlands 68
Au Bon Climat Knor Alexander, Santa Maria Valley 72
Flowers, Sonoma Coast 78

We would like to see that you make it home safely. If you do not have a designated driver, please allow us to call you a cab.

BANDERA

Established 1995 | Autumn 2013 menu

BURGERS & SANDWICHES

our burgers are ground in-house daily and served on house-made bread

Cheeseburger freshly ground chuck, served all the way with hand-cut French fries 17

House-made Veggie Burger sweet soy glaze and melted cheddar, with emerald kale salad 17

Rotisserie Lamb Sandwich roasted peppers and arugula, with emerald kale salad 18

Famous French Dip thinly sliced roasted prime rib served au jus, with hand-cut French fries 20

SALADS

Macho Salad roasted chicken, mixed greens, avocado, dates, goat cheese, toasted almonds 17

Emerald Kale & Roasted Chicken fresh herbs, roasted peanut vinaigrette 15

Grilled Chicken Salad field greens, jicama, corn, honey-lime vinaigrette, peanut sauce 17

Classic Caesar Salad crisp romaine, grated Reggiano, cornbread croutons* 14

HOUSE SPECIALTIES

Pan Roasted Scottish Salmon with lentil vinaigrette and sautéed spinach 27

Pan Seared Ahi Tuna with mixed greens, mango, avocado and honey-lime vinaigrette 25

Louisiana Pecan Trout with Creole mustard sauce and mashed potatoes 26

Butternut White Cheddar Enchilada with Mexico City rice and escabèche 19

Rotisserie Chicken spit roasted Dutch country chicken with Mexico City rice 23

Double Cut Pork Chop with mashed potatoes and seasonal vegetable *limited availability* 25

Barbecue Beef Back Ribs with hand-cut fries and emerald kale salad 28

Wagyu Tri-Tip & Butterbut White Cheddar Enchilada with escabèche *limited availability* 29

Aged & Seasoned Prime Rib slow roasted with mashed potatoes 32

Center-Cut Filet Mignon with mashed potatoes and seasonal vegetable 42

Prime New York Strip with watercress and hand-cut fries 48

DESSERTS & COFFEE

House-Made Oreo Ice Cream Sandwiches 10

Banana Cream Pie with caramel & chocolate 10

coffee 3 | espresso 3 | americano 3 | cappuccino 4

featuring **LIVE JAZZ**

III II III II III II

each evening

STARTERS + THIS & THAT

Dip Duo with tortilla chips8	Nice Little House Salad.....7	Escabèche5
Spinach & Artichoke Dip13	Small Caesar Salad*7	Seasonal Vegetable5
House-Smoked Salmon15	Today's Soup7	Enchilada á la carte10
Cornbread & Focaccia.....7	Hand-Cut French Fries5	<i>to take home:</i>
Iron Skillet Cornbread.....8	Mexico City Rice.....5	Whole Roasted Chicken15

IN THE KITCHEN: COLLEEN MCHUGH
RESERVATIONS ACCEPTED: 312.644.3524

PLEASE NOTIFY US OF ANY FOOD ALLERGIES | 18% GRATUITY ADDED TO PARTIES OF 5 OR MORE
NO CELL PHONES IN THE DINING ROOM | *OUR CAESAR SALAD IS MADE WITH FARM FRESH RAW EGGS

Exhibit 7

RESTAURANT TECHNICAL INFORMATION

(Assumptions: The following are approximations for the building design and will need to be evaluated as site and building design progresses.)

Proposed Floor Areas

Total floor area (conditioned)	+/- 7,500 sqft.
Dining and Bar	+/- 3,500 sqft.
Kitchen	+/- 2,500 sqft.
Storage	+/- 1,500 sqft.

Proposed Patio Floor Area

Full service at all areas	+/- 2,000 sqft.
---------------------------	-----------------

Proposed Building Heights

Dining Room	+/- 11 feet
Bar (with clerestory)	+/- 13 feet
Kitchen/ storage	+/- 16 feet

Proposed Restaurant Setbacks

Building along East Palmetto Park Road	+/- 40 feet
Building along intracoastal	+/- 60 feet
Building along north residential area	+/- 135 feet

Proposed Building Density

Site development area	+/- 100,188 sqft.
Building area	+/- 7,500 sqft.
Density ratio	7.5%

Land Use Analysis

Proposed restaurant	+/-7,500 sqft.	7.5%
Proposed parking/drive	+/-42,875 sqft.	42.8%
Proposed landscape area	+/- 49,813 sqft.	49.7%

Exhibit 8

TRAFFIC IMPACT ANALYSIS

WILDFLOWER

BOCA RATON, FL

Prepared for:
Hillstone Restaurant Group
Los Angeles, California

Prepared by:
Kimley-Horn and Associates, Inc.
West Palm Beach, Florida

October 2013
CA 00000696
Kimley-Horn and Associates, Inc.
1920 Wekiva Way
West Palm Beach, Florida 33411
561/845-0665 TEL

TRAFFIC IMPACT ANALYSIS

WILDFLOWER

BOCA RATON, FL

Prepared for:
Hillstone Restaurant Group
Los Angeles, California

Prepared by:
Kimley-Horn and Associates, Inc.
West Palm Beach, Florida



Kimley-Horn
and Associates, Inc.

October 2013
CA 00000696
Kimley-Horn and Associates, Inc.
1920 Wekiva Way
West Palm Beach, Florida 33407
561/845-0665 TEL

Christopher W. Heggen, P.E.
Florida Registration Number 58636

TABLE OF CONTENTS

INTRODUCTION	1
INVENTORY AND PLANNING DATA	3
PROJECT TRAFFIC.....	4
Existing and Proposed Land Uses	4
Trip Generation	4
Traffic Distribution	5
Traffic Assignment	6
ROADWAY IMPROVEMENTS	8
TEST 1 SIGNIFICANCE ANALYSIS	9
BACKGROUND TRAFFIC	11
CRITICAL MOVEMENT ANALYSIS	12
TEST 1 PART 2 ROADWAY LINK ANALYSIS.....	12
TEST 2 SIGNIFICANCE ANALYSIS.....	14
SITE CIRCULATION AND TURN LANE REQUIREMENTS	16
Driveway Classification	17
Turn Lane Requirements.....	17
CONCLUSION	19
APPENDIX A: PROJECT SITE DATA	
APPENDIX B: TRAFFIC COUNT AND COMMITTED DEVELOPMENT DATA	
APPENDIX C: INTERSECTION CRITICAL MOVEMENT ANALYSES	

LIST OF TABLES

Table 1	Trip Generation	5
Table 2	Test 1 Peak-Hour Significance Determination	10
Table 3	Critical Movement Summary	12
Table 4	Test 1 Level of Service D Peak-Directional Link Analysis	14
Table 5	Test 2 Level of Service E Peak-Directional Link Analysis	16

LIST OF FIGURES

Figure 1	Site Location	2
Figure 2	Project Trip Assignment	7
Figure 3	Driveway Volumes	18

INTRODUCTION

It is proposed to develop a high-end casual dining restaurant on the east side of NE 5th Avenue, just north of Palmetto Park Road in the City of Boca Raton, Florida (see *Figure 1*). The existing site, known as the "Wildflower" site, currently contains asphalt pavement and surface parking. It is proposed to build a high turnover sit-down restaurant that is approximately 7,000 square feet in size. The Parcel Control Number (PCN) for the project site is 00-43-42-04-00-000-3010. More information on the project site is available in *Appendix A*.

Kimley-Horn and Associates, Inc. was retained to prepare a site specific traffic impact analysis for the proposed development. This document presents the methodology used and the findings of the traffic impact analysis. The analysis was conducted in accordance with the requirements of the Countywide Traffic Performance Standards Ordinance (TPSO) of Palm Beach County and the requirements of the City of Boca Raton.

The analysis used current data available from Palm Beach County and the City of Boca Raton. A buildout year of 2018 was analyzed for the proposed development.



LEGEND



PROJECT SITE

FIGURE 1
SITE LOCATION
WILDFLOWER

INVENTORY AND PLANNING DATA

The data used in this analysis were obtained from the Palm Beach County Traffic Division and the City of Boca Raton Traffic Engineering Division. The data included:

- 2013 peak hour roadway traffic volumes
- Historical growth rate information
- Committed development traffic data

Additionally, supplemental intersection turning movement count data was collected by Traffic Survey Specialists on Tuesday, October 29, 2013. The traffic count summary sheets and committed development trip information summary sheets are provided in *Appendix B*.

PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the project, and the distribution and assignment of that traffic over the study roadway network.

Existing and Proposed Land Uses

The project site contains surface parking but no permanent structures; therefore, it is proposed to develop a 7,000 square-foot high turnover sit-down restaurant on the site.

Trip Generation

The trip generation for the proposed development program was calculated using trip generation rates and equations published by the Palm Beach County Traffic Division. As indicated in *Table 1*, the proposed development is projected to generate 507 net new external daily trips, 46 net new external AM peak-hour trips (24 in, 22 out), and 44 net new external PM peak-hour trips (26 in, 18 out). Based on the trip generation standards established within the County's TPSO, it was determined that the radius of development influence is a half mile for Test 1 and Test 2 analyses.

TABLE 1 WILDFLOWER TRIP GENERATION								
LAND USE	INTENSITY	DAILY TOTAL	AM PEAK HOUR			PM PEAK HOUR		
			TOTAL	IN	OUT	TOTAL	IN	OUT
Proposed Development								
High Turnover Sit-Down Restaurant	7,000 sf	890	81	42	39	78	46	32
Pass-By	43%	383	35	18	17	34	20	14
<i>Driveway Volumes</i>		<i>890</i>	<i>81</i>	<i>42</i>	<i>39</i>	<i>78</i>	<i>46</i>	<i>32</i>
Net New External Trips		507	46	24	22	44	26	18
Trip generation was calculated using the following data:								
Daily Trip Generation								
High Turnover Sit-Down Restaurant	[PBC]	=	T = 127.15 trips / 1,000 sf					
AM Peak Hour Trip Generation								
High Turnover Sit-Down Restaurant	[PBC]	=	T = 11.52 trips / 1,000 sf (52% in / 48% out)					
PM Peak Hour Trip Generation								
High Turnover Sit-Down Restaurant	[PBC]	=	T = 11.15 trips / 1,000 sf (59% in / 41% out)					
Pass-By %								
High Turnover Sit-Down Restaurant	[PBC]	=	43%					

Traffic Distribution

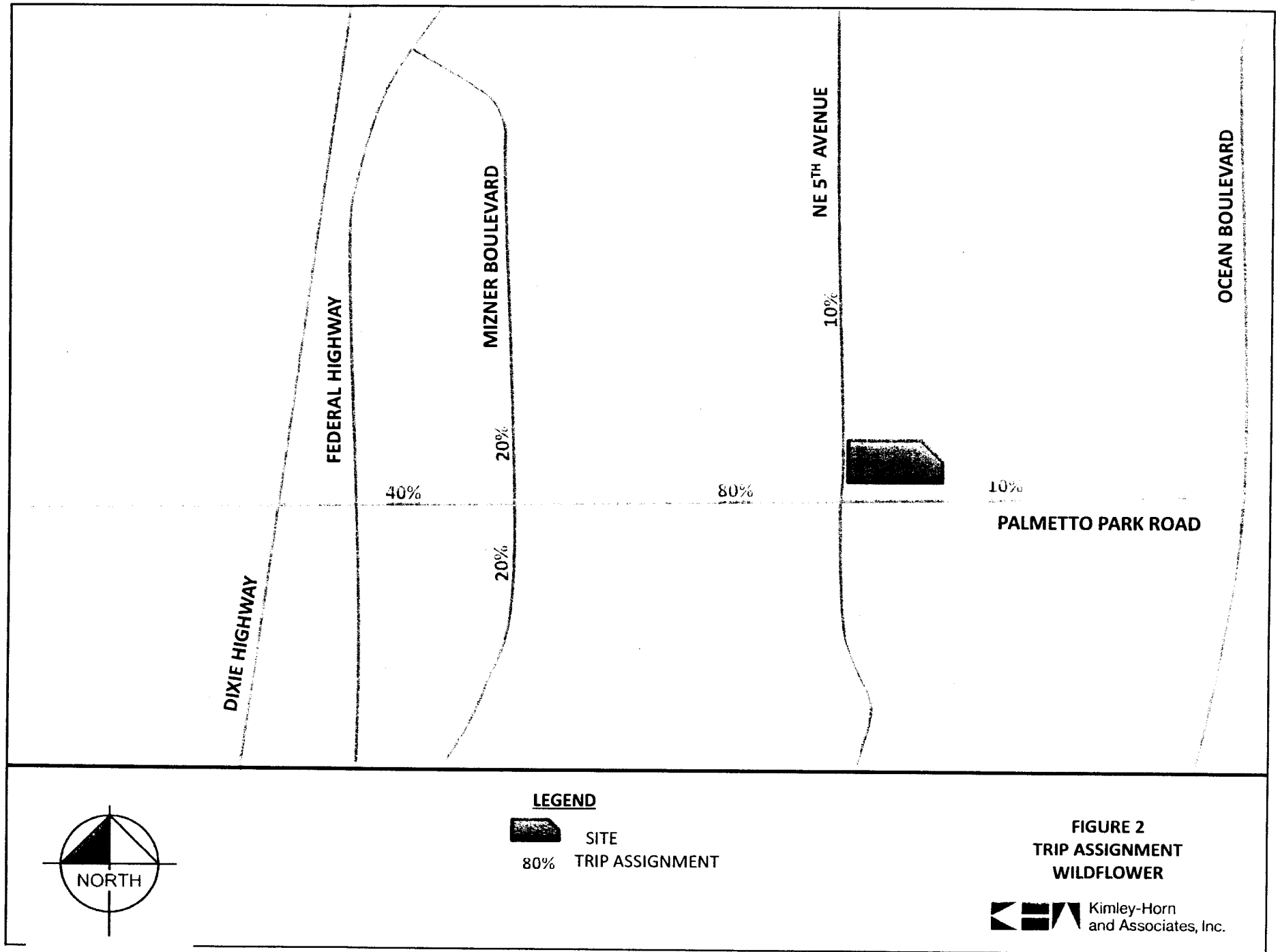
Traffic distribution is the pairing of trip ends from the subject site with other land uses in the area. These trips were assigned to the surrounding roadways based upon a review of the roadway network proposed to be in place at the time of buildout and its travel time characteristics.

The distribution according to cardinal directions is:

NORTH	-	30 percent
SOUTH	-	30 percent
EAST	-	10 percent
WEST	-	40 percent

Traffic Assignment

The site traffic was assigned to the surrounding roadway network based upon existing travel patterns and the traffic distribution. *Figure 2* illustrates the proposed roadway link assignment. The AM and PM peak hour trips for the project were then assigned to the surrounding roadway network projected to be in place by 2018.



ROADWAY IMPROVEMENTS

A review was conducted of the Five-Year Plans of Palm Beach County and the FDOT, as well as those improvements committed by the developers of projects in the area. No major projects were identified for roadways within the study area.

TEST 1 SIGNIFICANCE ANALYSIS

A peak-hour peak-directional (PHPD) analysis was undertaken on all of the links included in the Palm Beach County Thoroughfare Map within the 0.5-mile radius of development influence to determine the significantly impacted links. Net new external project traffic was assigned to all the thoroughfare roadway links within the radius of development influence. Per Palm Beach County standards, all of the links on which the project traffic impact is greater than 1% of the level of service (LOS) D generalized service volume are considered to be significantly impacted. The roadway links projected to be significantly impacted are summarized in *Table 2*.

TABLE 2
TEST 1 SIGNIFICANCE ANALYSIS
WILDFLOWER

ROADWAY SEGMENT	COMMITTED NUMBER OF LANES	FACILITY TYPE	LOS D GEN. SVC. VOLUME	% ASSIGN- MENT	NB/EB IN/OUT	AM PEAK HOUR				PM PEAK HOUR			
						TRIPS		% IMPACT		TRIPS		% IMPACT	
						NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Mizner Boulevard	4LD	Class II	1,770	20%	1	5	4	0.28%	No	0.23%	No	0.28%	No
S Federal Highway	4LD	Class II	1,669	20%	0	4	5	0.24%	No	0.30%	No	0.24%	No
Palmetto Park Road	4LD	Class II	1,770	40%	1	10	9	0.56%	No	0.51%	No	0.56%	No
Federal Highway	4L	Class II	1,680	80%	1	19	18	1.13%	Yes	1.07%	Yes	1.25%	Yes
Mizner Boulevard	4LD	Class I	1,770	10%	0	2	2	0.11%	No	0.11%	No	0.11%	No
Ocean Boulevard	4LD	Class I	1,770	10%	0	2	2	0.11%	No	0.11%	No	0.11%	No

BACKGROUND TRAFFIC

Background traffic is calculated from historical annual growth rates and/or traffic from the unbuilt portions of committed developments. The Palm Beach County Traffic Division maintains a database containing anticipated traffic volumes associated with committed development projects in the area. The impacts of the approved projects were added to links and intersections that were subject to analysis. Peak hour committed development traffic as reported in the TPS database is summarized in *Appendix B*.

For this study, a nominal 0.5% growth rate was applied to links and intersections (to which committed project traffic was already added) to account for background growth not related to the approved projects. The total background traffic for each significantly impacted link and intersection was then determined as the greater of the following:

- Existing traffic volumes plus growth due to historic growth rate
- Existing traffic volumes plus growth due to committed projects and a nominal 0.5% background growth rate

INTERSECTION ANALYSIS

An analysis was undertaken for the intersection of NE/SE 5th Avenue & Palmetto Park Road. The critical movement analysis shows that the intersection of NE/SE 5th Avenue & Palmetto Park Road will fall below the threshold of 1,400 vehicles per hour per lane with the current lane configuration during the AM and PM peak hours. Therefore, this intersection is expected to operate acceptably through 2018 with the current lane configuration.

The critical movement analysis for the intersection of NE/SE 5th Avenue and Palmetto Park Road is included in *Appendix C*.

TABLE 3 CRITICAL MOVEMENT SUMMARY NE/SE 5TH AVENUE & PALMETTO PARK ROAD	
AM Peak: Max Critical Sum	455
PM Peak: Max Critical Sum	631

TEST 1 PART 2 ROADWAY LINK ANALYSIS

A peak-hour peak-directional (PHPD) link performance standard evaluation was undertaken for each significantly impacted roadway link considering its total PHPD traffic volume and the roadway laneage projected to be in place in 2018. Project traffic was combined with background traffic to obtain future total traffic volumes. The future total traffic volumes were then compared to each roadway link's generalized service volume at the adopted level of service (LOS). As indicated in *Table 4*, all significantly impacted roadway links within the 0.5-mile travel distance are projected to operate acceptably with future total volumes below the service volumes. Therefore, the requirements for Test 1 Part 2 of the TPSO are satisfied.

TABLE 4 TEST 1 CAPACITY ANALYSIS - LEVEL OF SERVICE D - AM & PM PEAK HOURS WILDFLOWER																		
Roadway	From	To	Existing		Direction	Significantly Impacted?	Year 2013 Traffic Volume	Committed Traffic- Option #1			Committed Traffic- Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2018 Total Standard Traffic	Meets Standard ??	
			Lanes	Facility Type				LOS D Service Volume	Committed Traffic (from TPS)	0.5% Growth	Committed Traffic plus 0.5% Growth	Historic Growth Rate (from TPS)	Max Historic Growth or 0.50%					Max Historic Growth
AM PEAK HOUR																		
Palmetto Park Road	Mainzer Boulevard	E 5th Avenue	4L	Class II	1680	NB	YES	576	45	15	60	0.00%	0.5%	20	60	19	655	Yes
		4L	Class II	1680	SB	YES	586	15	15	30	0.00%	0.5%	21	30	18	634	Yes	
PM PEAK HOUR																		
Palmetto Park Road	Mainzer Boulevard	E 5th Avenue	4L	Class II	1680	NB	YES	733	34	19	53	0.00%	0.5%	26	53	21	807	Yes
		4L	Class II	1680	SB	NO												

TEST 2 SIGNIFICANCE ANALYSIS

The trips generated by the proposed project were assigned to the roadway network as part of Test 1. These volumes were then compared to the LOS E thresholds for roadways in the 0.5-mile radius of development impact and compared against a three percent significance threshold. As summarized in *Table 5*, none of the roadway links will be significantly impacted under Test 2 criteria. Therefore, no further analysis is required and the requirements for Test 1 Part 2 of the TPSO are satisfied.

TABLE 5
TEST 1 SIGNIFICANCE ANALYSIS
WILDFLOWER

ROADWAY SEGMENT	COMMITTED NUMBER OF LANES	FACILITY TYPE	LOS E GEN. SVC. VOLUME	% ASSIGN- MENT	NI/EB IN/OUT	AM PEAK HOUR				PM PEAK HOUR			
						TRIPS		% IMPACT		TRIPS		% IMPACT	
						NI/EB	SB/WB	NI/EB	SB/WB	NI/EB	SB/WB	NI/EB	SB/WB
Minner Boulevard	4LD	Class II	1,870	20%	1	5	4	0.27%	No	0.27%	No	0.21%	No
S Federal Highway	4LD	Class II	1,870	20%	0	4	5	0.21%	No	0.21%	No	0.27%	No
Palminto Park Road	4LD	Class II	1,870	40%	1	10	9	0.53%	No	0.48%	No	0.37%	No
Federal Highway	4L	Class II	1,780	80%	1	19	18	1.07%	No	1.01%	No	0.79%	No
Minner Boulevard	4LD	Class II	1,870	10%	0	2	2	0.11%	No	0.11%	No	0.16%	No
E 5th Avenue													
Ocean Boulevard													

SITE CIRCULATION AND TURN LANE REQUIREMENTS

Driveway Classification

Access to the site is proposed via one full-access driveway on NE 5th Avenue. According to Section 23-190 of the City of Boca Raton Land Development Regulations, suburban driveways are classified as minor, intermediate, or major according to the following criteria:

1. Minor – services a maximum peak hour volume of 50 vehicles.
2. Intermediate – services a peak hour volume ranging from 51 to 200 vehicles.
3. Major – services a peak hour volume ranging from 201 to 500 vehicles.

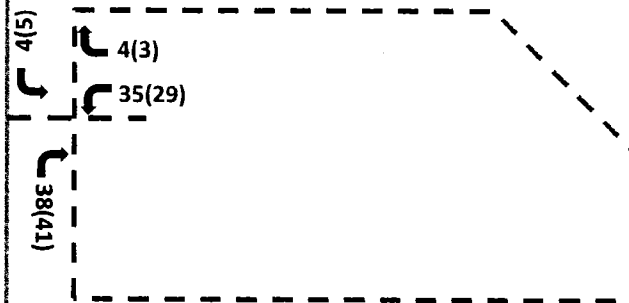
Using these criteria, the driveway on NE 5th Avenue is classified as intermediate. Intermediate driveways are typically required to have a 14-foot ingress driveway lane, a 4-foot median, and two 12-foot egress lanes. The existing driveway currently includes one 14-foot ingress lane and one 14-foot egress lane. Intermediate driveways connecting to collector roadways are required to have 20-foot curb radii. The existing driveway includes this element. Per the Boca Raton Code, intermediate driveways are required to have 50 feet of reservoir length. The existing driveway provides this reservoir length. Therefore, a technical deviation from the City's standards will need to be requested for the following:

- No median provided
- Only one egress lane provided

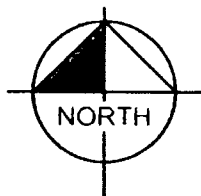
Turn Lane Requirements

The project driveway volumes were compared against the City's thresholds to determine the turn lane requirements of the driveway. For collector roads with a speed limit under 40 miles per hour the City of Boca Raton code requires a right-turn lane when inbound peak hour right-turning traffic is 80 vehicles or more and recommends a left-turn lane when inbound peak hour left-turning traffic is greater than 60 vehicles. *Figure 3* illustrates the proposed project AM and PM peak hour total volumes assigned to the project's access locations. Consideration of these volumes with respect to the City of Boca Raton's access design standards results in the determination that no inbound turn lanes are needed at the site driveway.

NE 5TH AVENUE




PALMETTO PARK ROAD



LEGEND

- 4 INBOUND AM
- (5) INBOUND PM
- 4 OUTBOUND AM
- (3) OUTBOUND PM

**FIGURE 3
DRIVEWAY VOLUMES
WILDFLOWER**

 Kimley-Horn
and Associates, Inc.

CONCLUSION

It is proposed to develop a retail site on the east side of NE 5th Avenue, just north of Palmetto Park Road in Boca Raton, Florida. It is proposed to develop 7,000 square feet of high turnover sit-down restaurant on the currently vacant site. The proposed buildout date for the project is the end of 2018. Based on the traffic impact analysis prepared for the site, the proposed development meets the requirements of the Palm Beach County Traffic Performance Standards Ordinance and the City of Boca Raton.

APPENDIX A: PROJECT SITE DATA



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Property Appraiser's Public Access



Location Address 551 E PALMETTO PARK RD

Municipality BOCA RATON

Parcel Control Number 06-43-47-20-01-000-0090

Subdivision HARRIS ADD IN

Official Records Book 23623

Page 448

Sale Date DEC-2009

Legal Description HARRIS ADD TO BOCA RATON LT 9, JENNINGS PROPERTY PB16P23, LT A
 (LESS N 10 FT & SLY 21.73 FT OF ELY 300.47 FT PALMETTO PA

Owners

BOCA RATON CITY OF

Mailing address

201 W PALMETTO PARK RD
 BOCA RATON FL 33432 3730

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2009	\$7,500,000	23623 / 0448	WARRANTY DEED	BOCA RATON CITY OF
MAY-2008	\$1,100,000	22614 / 0932	CERT OF TITLE	OMEGA GROUP OF WEST PALM BEACH LP
DEC-2002	\$3,600,000	14545 / 1259	WARRANTY DEED	551 EAST PALMETTO LLC
DEC-1991	\$100	07059 / 0727	QUIT CLAIM	GOURMET INC

Exemption Applicant/Owner	Year	Detail
BOCA RATON CITY OF	2013	FULL: MUNICIPAL GOVERNMENT

Number of Units 0 *Total Square Feet 0 Acres 2.2768
 Use Code 8900 - MUNICIPAL Zoning R1B - Single Family (06-BOCA RATON)

Tax Year	2013 P	2012	2011
Improvement Value	\$0	\$0	\$0
Land Value	\$5,454,845	\$5,454,845	\$5,623,449
Total Market Value	\$5,454,845	\$5,454,845	\$5,623,449

P =
 Preliminary

All values are as of January 1st each year

Tax Year	2013 P	2012	2011
Assessed Value	\$5,454,845	\$5,454,845	\$5,623,449
Exemption Amount	\$5,454,845	\$5,454,845	\$5,623,449
Taxable Value	\$0	\$0	\$0

Tax Year	2013 P	2012	2011
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

APPENDIX B: TRAFFIC COUNT AND COMMITTED DEVELOPMENT DATA

Input Data
ROAD NAME: Palmetto Park Rd STATION: 6877
CURRENT YEAR: 2013 FROM: NE Mizner Blvd
ANALYSIS YEAR: 2018 TO: Midpoint
GROWTH RATE: 0% COUNT DATE: 1/23/2013
PSF: 1

Report Created: 10/31/2013

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1162	576	586	1444	733	792
Peak Volume	1162	576	586	1444	733	792
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1162	576	586	1444	733	792

Committed Developments						Type	% Complete
Boca Beach Club	0	0	0	0	0	NR	100%
Boca Raton Library	2	1	1	14	7	NR	0%
NW 2nd Avenue / NW 7th Street Residential	2	2	1	3	1	Res	5.34%
Boca Downtown DRI	29	21	8	26	16	NR	0%
La Vieille Maison	23	20	3	43	9	NR	0%
SOMERSET ACADEMY-BOCA	4	2	2	1	1	NR	68%
Total Committed Developments	60	46	15	87	34		
Total Committed Residential	2	2	1	3	1		
Total Committed Non-Residential	58	44	14	84	33		
Double Count Reduction	1	1	0	1	0		
Total Discounted Committed Developments	59	45	15	86	34		
Historical Growth	0	0	0	0	0		
Comm Dev+1% Growth	118	74	45	160	71		
Growth Volume Used	118	74	45	160	71		
Total Volume	1280	650	631	1604	804		
Lanes	4L						
LOS D Capacity	3060	1680	1680	3060	1680	1680	
Link Meets Test 1?	YES	YES	YES	YES	YES	YES	
LOS E Capacity	3230	1780	1780	3230	1780	1780	
Link Meets Test 2?	YES	YES	YES	YES	YES	YES	

Input Data
ROAD NAME: Palmetto Park Rd STATION: 6817
CURRENT YEAR: 2013 FROM: Midpoint
ANALYSIS YEAR: 2018 TO: N Ocean Dr
GROWTH RATE: 5.34% COUNT DATE: 1/23/2013
PSF: 1

Report Created: 10/31/2013

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1137	507	636	1503	763	773
Peak Volume	1137	507	636	1503	763	773
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1137	507	636	1503	763	773

Committed Developments						Type	% Complete
Boca Beach Club	0	0	0	0	0	NR	100%
Boca Raton Library	2	1	1	14	7	NR	0%
NW 2nd Avenue / NW 7th Street Residential	2	2	1	3	1	Res	5.34%
Boca Downtown DRI	29	21	8	26	16	NR	0%
La Vieille Maison	12	1	11	23	18	NR	0%
SOMERSET ACADEMY-BOCA	4	2	2	1	1	NR	68%
Total Committed Developments	49	27	23	67	43		
Total Committed Residential	2	2	1	3	1		
Total Committed Non-Residential	47	25	22	64	42		
Double Count Reduction	1	1	0	1	0		
Total Discounted Committed Developments	48	26	23	66	43		
Historical Growth	338	151	189	447	227	230	
Comm Dev+1% Growth	106	52	55	143	82	62	
Growth Volume Used	338	151	189	447	227	230	
Total Volume	1475	658	825	1950	990	1003	
Lanes	4L						
LOS D Capacity	3060	1680	1680	3060	1680	1680	
Link Meets Test 1?	YES	YES	YES	YES	YES	YES	
LOS E Capacity	3230	1780	1780	3230	1780	1780	
Link Meets Test 2?	YES	YES	YES	YES	YES	YES	

Traffic Survey Specialists, Inc.

PALMETTO PARK ROAD & NE/SE 5TH AVENUE

624 Gardenia Terrace

Site Code : 00130188

BOCA RATON, FLORIDA

Delray Beach, Florida 33444

Start Date: 10/29/13

COUNTED BY: MAURICE GOMEZ

Phone (561) 272-3255

File I.D. : PALMSAVE

ANALYZED

Page : 1

ALL VEHICLES

NE 5TH AVENUE From North					PALMETTO PARK ROAD From East				SE 5TH AVENUE From South				PALMETTO PARK ROAD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right		
Date 10/29/13																	
07:00	0	10	6	4	0	0	40	6	0	2	3	2	0	6	29	6	114
07:15	0	12	4	9	0	7	40	16	0	2	2	7	0	6	49	7	161
07:30	0	15	3	11	0	4	68	18	0	3	2	7	0	4	43	2	180
07:45	0	30	14	13	0	2	75	27	0	3	6	2	1	15	67	8	263
Hr Total	0	67	27	37	0	13	223	67	0	10	13	18	1	31	188	23	718
08:00	0	24	13	16	0	8	58	19	0	10	1	5	0	18	80	12	264
08:15	0	10	9	11	0	10	64	29	0	6	6	7	1	9	74	18	254
08:30	0	22	14	14	0	13	80	18	0	11	3	6	1	11	68	8	269
08:45	0	20	10	18	0	8	96	31	0	5	9	8	0	10	66	17	298
Hr Total	0	76	46	59	0	39	298	97	0	32	19	26	2	48	288	55	1085
* BREAK *																	
16:00	0	28	13	14	0	5	102	24	0	9	8	14	0	11	72	14	314
16:15	0	26	8	21	0	8	105	19	0	9	6	13	2	17	83	4	321
16:30	0	37	13	25	0	8	98	30	0	14	11	11	6	14	59	8	334
16:45	0	24	8	27	0	7	101	25	0	7	9	11	3	14	87	19	342
Hr Total	0	115	42	87	0	28	406	98	0	39	34	49	11	56	301	45	1311
17:00	0	39	7	30	0	6	100	23	0	13	20	15	3	16	61	8	341
17:15	0	34	16	28	0	3	102	36	0	9	9	8	2	16	111	9	383
17:30	0	44	6	23	0	11	88	27	0	14	12	5	3	18	73	7	331
17:45	0	29	11	20	0	8	92	29	0	14	10	13	1	10	32	6	275
Hr Total	0	146	40	101	0	28	382	115	0	50	51	41	9	60	277	30	1330
TOTAL	0	404	155	284	0	108	1309	377	0	131	117	134	23	195	1054	153	4444

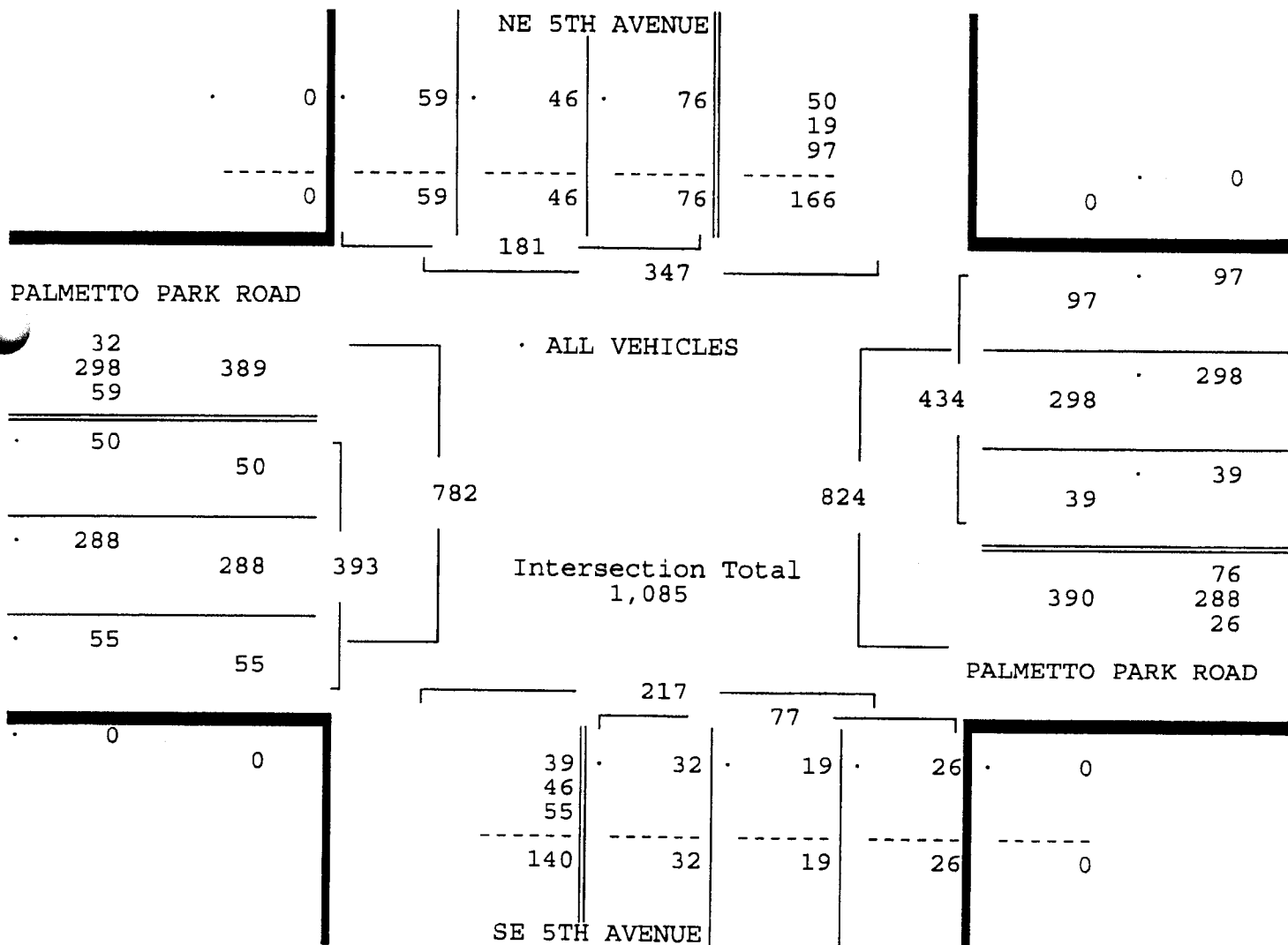
PALMETTO PARK ROAD & NE/SE 5TH AVENUE
BOCA RATON, FLORIDA
COUNTED BY: MAURICE GOMEZ
UNIGNALIZED

Traffic Survey Specialists, Inc.
624 Gardenia Terrace
Delray Beach, Florida 33444
Phone (561) 272-3255

Site Code : 00130188
Start Date: 10/29/13
File I.D. : PALM5AVE
Page : 2

ALL VEHICLES

NE 5TH AVENUE From North					PALMETTO PARK ROAD From East				SE 5TH AVENUE From South				PALMETTO PARK ROAD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right		
Date 10/29/13 -----																	
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 10/29/13																	
Peak start 08:00					08:00				08:00				08:00				
Volume	0	76	46	59	0	39	298	97	0	32	19	26	2	48	288	55	
Percent	0%	42%	25%	33%	0%	9%	69%	22%	0%	42%	25%	34%	1%	12%	73%	14%	
Pk total	181				434				77				393				
Highest	08:00				08:45				08:45				08:00				
Volume	0	24	13	16	0	8	96	31	0	5	9	8	0	18	80	12	
Hi total	53				135				22				110				
PHF	.85				.80				.88				.89				



PALMETTO PARK ROAD & NE/SE 5TH AVENUE
BOCA RATON, FLORIDA
COUNTED BY: MAURICE GOMEZ

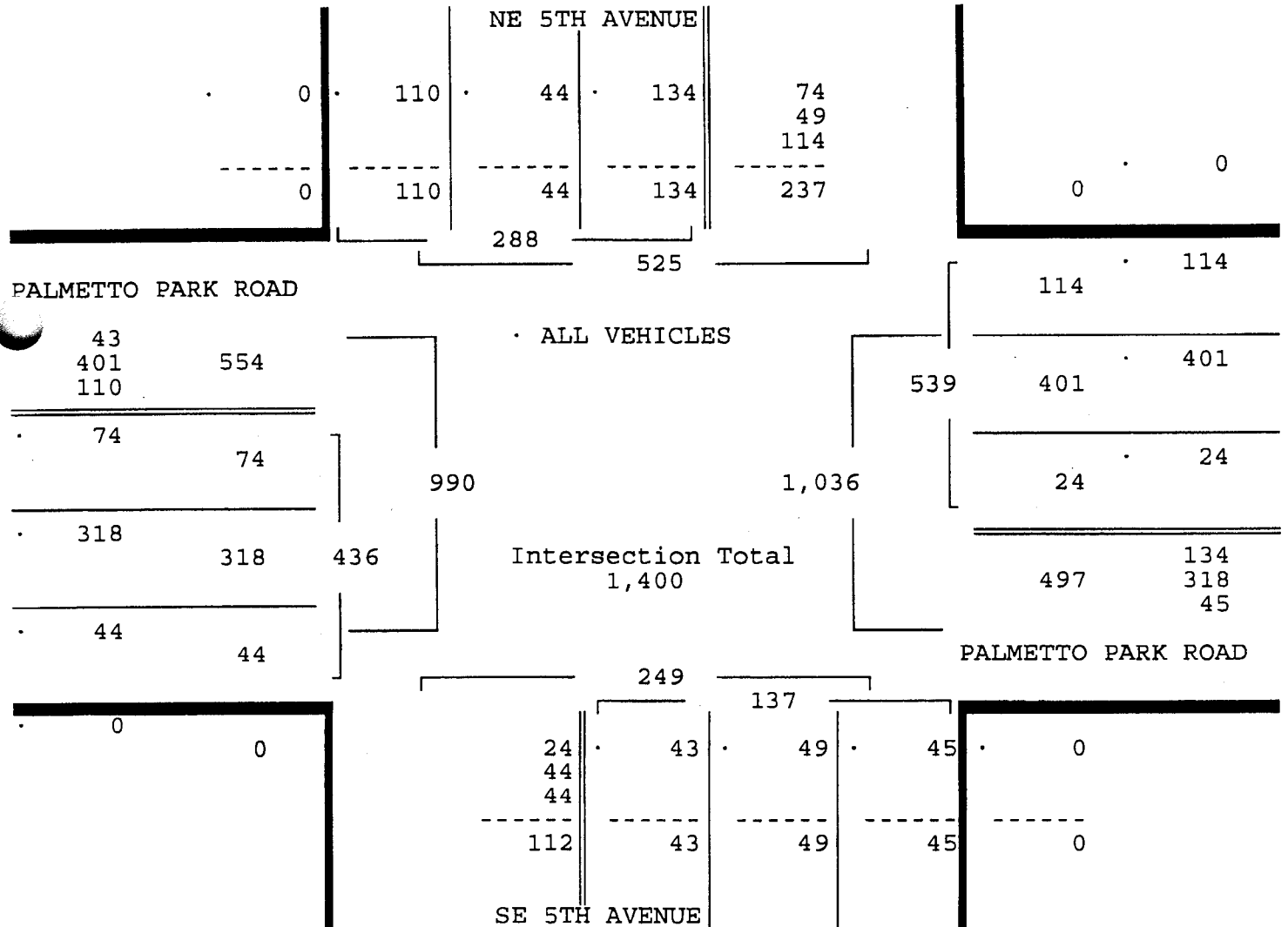
Traffic Survey Specialists, Inc.
624 Gardenia Terrace
Delray Beach, Florida 33444
Phone (561) 272-3255

Site Code : 00130188
Start Date: 10/29/13
File I.D. : PALMSAVE
Page : 3

VALIZED

ALL VEHICLES

NE 5TH AVENUE From North					PALMETTO PARK ROAD From East				SE 5TH AVENUE From South				PALMETTO PARK ROAD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right		
Date 10/29/13																	
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 10/29/13																	
Peak start 16:30					16:30				16:30				16:30				
Volume	0	134	44	110	0	24	401	114	0	43	49	45	14	60	318	44	
Percent	0%	47%	15%	38%	0%	4%	74%	21%	0%	31%	36%	33%	3%	14%	73%	10%	
Pk total	288				539				137				436				
Highest	17:15				17:15				17:00				17:15				
Volume	0	34	16	28	0	3	102	36	0	13	20	15	2	16	111	9	
Hi total	78				141				48				138				
PHF	.92				.96				.71				.79				



APPENDIX C: INTERSECTION CRITICAL MOVEMENT ANALYSES

Growth Rate =	0.50%	
Peak Season =	1.18	1.18
Buildout Year =	2018	2018
Years =	5	5

AM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/29/2013	32	19	26	76	46	59	50	288	55	39	298	97
Peak Season Volume	38	22	31	90	54	70	59	340	65	46	352	114
Traffic Volume Growth	1	1	1	2	1	2	1	9	2	1	9	3
Committed Development								45			15	
0.5% Traffic Volume Growth	1	1	1	2	1	2	1	9	2	1	9	3
Committed + 0.5% Growth	1	1	1	2	1	2	1	54	2	1	24	3
Max (Committed + 0.5% or Historic Growth)	1	1	1	2	1	2	1	54	2	1	24	3
Background Traffic Volumes	39	23	32	92	55	72	60	394	67	47	376	117
Project Traffic												
Inbound Traffic Assignment												
Inbound Traffic Volumes												
Outbound Traffic Assignment				10.0%		80.0%						10.0%
Outbound Traffic Volumes				2		18						2
Project Traffic				2		18	19					2
Total Traffic w/o RTOR	39	23	32	94	55	90	79	394	67	47	376	119
TOTAL TRAFFIC	39	23	32	94	55	90	79	394	67	47	376	119
Critical Volume Analysis												
No. of Lanes	1	1	0	1	1	0	0	2	0	0	2	0
Approach Volume	94			239			540			542		
Per Lane Volume	39	55	0	94	145	0	0	270	0	0	271	0
Overlap Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Net Per Lane Volume	39	55	0	94	145	0	0	270	0	0	271	0
North-South Critical	NB LT + SB TH =			184			SB LT + NB TH =			149		
East-West Critical	EB LT + WB TH =			271			WB LT + EB TH =			270		
Maximum Critical Sum	184			+			271			= 455		
STATUS ? UNDER												
PM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/29/2013	43	49	45	134	44	110	74	318	44	24	401	114
Peak Season Volume	51	58	53	158	52	130	87	375	52	28	473	135
Traffic Volume Growth	1	1	1	4	1	3	2	9	1	1	12	3
Committed Development								34			52	
0.5% Traffic Volume Growth	3	1	1	4	1	3	2	9	1	1	12	3
Committed + 0.5% Growth	3	1	1	4	1	3	2	43	1	1	64	3
Max (Committed + 0.5% or Historic Growth)	3	1	1	4	1	3	2	43	1	1	64	3
Background Traffic Volumes	54	59	54	162	53	133	89	418	53	29	537	138
Project Traffic												
Inbound Traffic Assignment												
Inbound Traffic Volumes												
Outbound Traffic Assignment				10.0%		80.0%						10.0%
Outbound Traffic Volumes				2		14						3
Project Traffic				2		14	21					3
Total Traffic w/o RTOR	54	59	54	164	53	147	110	418	53	29	537	141
TOTAL TRAFFIC	54	59	54	164	53	147	110	418	53	29	537	141
Critical Volume Analysis												
No. of Lanes	1	1	0	1	1	0	0	2	0	0	2	0
Approach Volume	167			364			581			707		
Per Lane Volume	54	113	0	164	200	0	0	291	0	0	354	0
Overlap Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Net Per Lane Volume	54	113	0	164	200	0	0	291	0	0	354	0
North-South Critical	NB LT + SB TH =			254			SB LT + NB TH =			277		
East-West Critical	EB LT + WB TH =			354			WB LT + EB TH =			291		
Maximum Critical Sum	277			+			354			= 631		
STATUS ? UNDER												

Exhibit 9

[SAMPLE LEASE FORM]

GROUND LEASE

CITY OF BOCA RATON, FLORIDA,

a POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, LESSOR

and

HILLSTONE RESTAURANT GROUP, INC.,

a Delaware corporation, LESSEE

Date: DECEMBER ____, 2013

LEASE

THIS LEASE (the "Lease") is made and entered into on [LEASE DATE], by and between THE CITY OF BOCA RATON, FLORIDA, a POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (hereinafter referred to as "Lessor"), and HILLSTONE RESTAURANT GROUP, INC., a Delaware corporation (hereinafter referred to as "Lessee").

1. DEMISE OF PREMISES

1.1. Demise.

For and in consideration of the rents, terms, covenants and agreements hereinafter set forth on the part of Lessee to be paid, kept, observed and performed, Lessor does hereby demise and lease to Lessee, and Lessee does hereby take and hire from Lessor, upon and subject to the terms and conditions contained herein, that certain tract of land described on Exhibit "A" attached hereto and by reference incorporated herein (the "Site"), together with all buildings, structures, and other improvements now or hereafter located thereon and all appurtenances thereunto belonging including, when constructed, the "Improvements" (as hereinafter defined) (said Site, improvements, appurtenances and the Improvements hereinafter collectively referred to as "Premises"), subject to the encumbrances set forth on Exhibit "B" attached hereto and by reference incorporated herein. "Improvements" shall mean any and all structures and appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, garages, sheds, patios, patio covers, awnings, additions, walkways, bicycle trails, sprinkler systems or pipes, curbing, paving, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping hedges, windbreaks, signs, solar panels and equipment, air conditioning and water softener fixtures, and equipment for the reception or transmission of radio, television, or other similar or dissimilar communication systems.

2. TERM OF LEASE

2.1. Term of Lease.

The term of this Lease (hereinafter referred to as "Term") shall commence on the Commencement Date (as defined below) and unless sooner terminated or extended under the terms and conditions contained herein, shall continue thereafter for twenty (20) years until 11:59 p.m. (local, Eastern Standard Time) on the day preceding the twentieth (20th)

anniversary of the Commencement Date. The Commencement Date shall be the earlier to occur of (i) the date Lessee opens its restaurant for business to the public or (ii) TBD (provided that if said date is other than the first day of a calendar month, the Commencement Date, solely for purposes of determining rent adjustments hereunder, the expiration of the Term and the time of paying Operating Costs and Taxes, shall be the first day of the calendar month following said date and provided further that Lessee agrees to pay Minimum Rent (as hereinafter defined) for said first partial month of the Term (or any other partial month during the Term) prorated on a daily basis (based on the number of days in that month) if the earlier of the events described in the preceding sentence occur on a day other than the first day of a calendar month).

2.2. Option to Extend Term.

Lessee is hereby granted the option to extend the Term of this Lease for five (5) successive additional periods of five (5) years each. Lessee shall exercise such option by giving written notice of such extension to Lessor at least six (6) months prior to the expiration of the initial Term of this Lease or the then-current extension of the Term, as the case may be. Lessee shall have the right to exercise this option to extend provided that on the date of such exercise no Event of Default under this Lease then exists. The extended Term shall be upon all of the same terms, covenants and conditions of this Lease then applicable except that the Minimum Rent during the extensions of the Term shall be as set forth in Section 3.2.

3. MINIMUM RENT, PERCENTAGE RENT, AND ADDITIONAL RENT

3.1. Minimum Rent.

Lessee covenants and agrees to pay Lessor, in lawful money of the United States of America, for the period from the Commencement Date to and including the day immediately preceding the fifth (5th) anniversary of the Commencement Date, as rent hereunder, a base annual minimum rent (hereinafter referred to as "Minimum Rent") in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000), plus any and all additional rent consisting of such sums and charges that come due under the terms and conditions of this Lease (any and all such sums and charges hereinafter referred to as "Additional Rent"). The Minimum Rent shall be adjusted for the remainder of the Term as provided in Section 3.2. hereof.

Minimum Rent shall be payable, in advance, in twelve (12) equal monthly installments for each Lease Year (as hereinafter defined), on the first day of each calendar month during the Term, at the office of Lessor, [INSERT ADDRESS OF LESSOR], or at such other address as Lessor may from time to time designate in writing to Lessee.

3.2. Minimum Rent Adjustments.

As used in this Lease, the term "Lease Year" shall mean the twelve-month period commencing on the Commencement Date and ending on the day immediately preceding the first anniversary of the Commencement Date, and each successive twelve-month period thereafter during the Term. The Minimum Rent shall be increased on the first day of the fifth (5th) anniversaries, as follows. The initial Minimum Rent from the Commencement Date through the fifth Lease Year shall be: [to be filled in later].

3.3. Percentage Rent.

Lessee further covenants and agrees to pay to Lessor as percentage rent (hereinafter referred to as "Percentage Rent" and Minimum Rent and Percentage Rent are herein collectively referred to as "Rent") for each said calendar year during the Term (including any partial calendar year during the Term, each said full calendar year and partial calendar year during the Term being hereinafter referred to as a "Percentage Rent Year") the amount, if any, by which the "Gross Sales" (as defined below) transacted during such Percentage Rent Year multiplied by, shall exceed the Minimum Rent payable for said Percentage Rent Year.

On or before the fifteenth (15th) day of each calendar month during the Term, including the fifteenth (15th) day following the end of the Term, Lessee shall furnish to Lessor at the place then fixed for the payment of the rents herein reserved a statement, in form reasonably satisfactory to Lessor, certified by an authorized responsible employee of Lessee showing Gross Sales for the preceding month, together with, if requested by Lessor, a true copy of any monthly sales tax reports required to be submitted by governmental authorities, which information Lessor will hold in confidence, except that Lessor may reveal such reported sales to any mortgagee, prospective mortgagee, encumbrancer, purchaser or prospective purchaser of Lessor's interest in the Premises.

Within thirty (30) days after the expiration of each Percentage Rent Year during the Term, Lessee shall deliver to Lessor a written statement certified by an independent certified public accountant or a financial officer of Lessee, setting forth the amount of Lessee's Gross Sales for such Percentage Rent Year. In addition, said accountant or officer shall certify that the said Gross Sales conform with and are computed in compliance with the definition thereof contained in Section 3.4. hereof. If Lessee's independent certified public accountant produces separate audited statements for Lessee's operation on the Premises, Lessee agrees to furnish Lessor with a copy thereof.

Notwithstanding anything to the contrary, Lessee shall have the right to offset against its obligations to pay Percentage Rent as may be due and payable hereunder, the amount of ad valorem taxes imposed upon the Premises, including the Improvements, as such taxes may be due.

Any Percentage Rent for each Percentage Rent Year shall be due and payable within thirty (30) days of the expiration of said Percentage Rent Year along with the certified statement for said Percentage Rent Year described above.

3.4. Definition of "Gross Sales".

The term "Gross Sales" as used in this Lease shall mean the aggregate of the price charged for all food, beverages, goods, wares, and merchandise sold or delivered (including takeout and delivery) and all charges for services or entertainment sold or rendered in, upon or from the Premises or any part thereof by Lessee (or any licensee, concessionaire or sublessee of Lessee), whether such sales be for cash or credit, on credit or otherwise, without reserve or deduction for inability or failure to collect all or any portion of such prices or charges, including but not limited to such sales and services (a) where orders originate and/or are accepted by Lessee in the Premises but delivery or performance thereof is made from or at any place other than the Premises; or (b) pursuant to telephone or other similar orders received or filled at or in the Premises. To the extent otherwise included therein, however, the term "Gross Sales" shall not include: (t) exchange of merchandise between stores of Lessee where such exchanges are made solely for the convenient operation of Lessee's business and not for the purpose of consummating a sale which has been made at, in, or from the Premises; (u) the sale of fixtures, equipment or related property which are not stock in trade, after their use in the conduct of Lessee's business in the Premises; (v) the amount of any discounts or complimentary meals or beverages, unless same are exchanged for goods or services in which case the fair market value of said goods or services shall be included in Gross Sales; (w) returns and refunds in fact made by Lessee upon transactions included within Gross Sales, but only in an amount not exceeding the selling price of the food or beverage returned by the customer and accepted by Lessee; (x) the amount of any tips, gratuities, or service charges to the extent same are expressly designated as such and separately added to the total price charged, whether the same are collected by Lessee as a stated percentage of the gross cost of a meal, or which are voluntarily paid by restaurant patrons, and paid by Lessee to its employees directly; (y) the amount, if any, of any discounts or fees payable to credit card companies for processing charge transactions of the restaurant patrons; and (z) the amount of any city, county, state or federal sales, luxury, liquor, value added, gross receipts, or excise tax on such sales which is both added to the selling price (or absorbed therein) and paid to the taxing authority by Lessee (but not by any vendor of Lessee); provided, however, no franchise or capital stock tax and no income, business license or similar tax based upon income or profits as such, shall be deducted from Gross Sales in any event whatsoever. A sale shall be deemed to have been made in or from the Premises whenever an order is received, secured or filled in or from the Premises. All monies or other things of value not herein specifically excluded from Gross Sales shall be deemed included therein. For the purposes hereof, the term "Lessee" shall be deemed to include any of Lessee's sublessees, concessionaires, licensees, or any other authorized occupant of the Premises, as permitted herein, provided that receipts from vending machine sales shall

be excluded from Gross Sales. Nothing herein contained shall be construed as a consent to occupancy of all or any portion of the Premises by a concessionaire, or to the use of any mechanical or other vending device in violation of the provisions of this Lease.

Lessee shall utilize, and cause to be utilized, cash registers equipped with sealed continuous totals or such other devices for recording sales as Lessee shall reasonably employ to record all sales. Lessee shall prepare and keep at Lessee's headquarters, presently located in Phoenix, Arizona for a period of not less than three (3) years and six (6) months following the end of each Percentage Rent Year, adequate books and records (conforming to generally accepted accounting principles, consistently applied) showing Gross Sales for each calendar month throughout the Term, including all tax reports and returns, dated cash register tapes and bank deposit records.

3.5. Inspection of Records of Gross Sales.

Lessor or its duly authorized representatives may, during regular business hours, inspect the records of Gross Sales made by Lessee, provided such inspection is commenced within three (3) years after Lessor's receipt of the statement(s) of Gross Sales required by Section 3.3. hereof and is limited to the period(s) covered by such statement(s). Lessee and each licensee shall produce said records on request of Lessor. If Lessor's audit shall disclose that the actual amount of Gross Sales exceeds the amount reported and that extra Percentage Rent is due, then Lessee shall promptly pay Lessor all additional Percentage Rent due Lessor together with interest thereon at the rate of fifteen percent (15%) per annum for the period from the due date thereof (i.e., the date which is 30 days after the applicable Percentage Rent Year) to the date paid, and if the excess of Gross Sales so disclosed shall be more than three percent (3%), Lessee shall also reimburse Lessor for the reasonable cost of such audit. Lessor shall have the right, from time to time, to inspect Lessee's recordkeeping system and, in connection therewith, to make test audits of Gross Sales.

3.6. Additional Rent.

Lessee covenants and agrees to pay to Lessor, from time to time as provided in this Lease, (a) interest (hereinafter referred to as "Interest" which for all purposes of this Lease shall equal the sum of 2% per annum *plus* the "prime rate" [as used herein, "prime rate" shall mean the rate of interest per annum announced from time to time by Bank of America, N.A., National Association or its successor organization, as its prime commercial lending rate]) on all installments of Rent not paid when due, from the due date through the date of payment, (b) all amounts, other than Rent, which Lessee herein agrees to assume and pay to Lessor, (c) all other amounts which Lessee herein agrees to assume and pay to a third party or third parties, including, without limitation, taxes, assessments and charges specified in Article __ hereof, in those circumstances where Lessee shall fail or refuse to pay to such third party or parties and Lessor elects to pay such amounts as herein provided, (d) Interest on amounts referred to in Subsection

3.6.(b), from the due date through the date paid or, if demand is required therefor by the terms of this Lease, from the date of demand through the date paid, and (e) Interest on amounts referred to in Subsection 3.6.(c) from the date of payment of such amounts by Lessor through the date Lessor is repaid for such amounts (all or any one of the aforementioned items herein referred to as "Additional Rent"). If Lessee fails to pay any Additional Rent, Lessor shall have the same rights, powers and remedies for such failure as are provided in this Lease, at law, in equity or otherwise for the nonpayment of Rent.

3.7 Intentionally Omitted.

4. TAXES, ASSESSMENTS AND CHARGES

4.1. Taxes and Assessments.

Subject to the provisions of Section 14.1. hereof (concerning "Permitted Contests"), Lessee covenants and agrees to discharge and pay before the same become delinquent and before any fine, penalty, or interest may be added for nonpayment, any and all taxes, assessments, license or permit fees, excises, imposts and charges of every nature and classification (all or any one of which are hereinafter referred to as "Taxes") that at any time during the Term are levied, assessed, charged or imposed upon Lessor's fee simple and/or reversionary interest in the Premises, the Premises themselves, this Lease, the leasehold estate of Lessee created hereby or any Rent or Additional Rent reserved or payable hereunder (including any gross receipts or other taxes levied upon, assessed against or measured by the Rent or Additional Rent); provided, however, Lessee shall not be obligated to pay (i) any local, state or federal income tax imposed on Lessor, (ii) any local, state or federal gross receipts tax of general applicability to all businesses and which is imposed on the receiver of such gross receipts without regard to the nature of the receipts (as opposed to a gross receipts tax imposed wholly or partially on rents received from real estate or the improvements thereon), (iii) any estate or death tax imposed on Lessor or with respect to the Premises as a result of the death of Lessor or its partners, (iv) any special assessments levied for improvements made at the request of Lessor, or (v) any charges in the nature of impact fees attributable to Lessor's development of the Project of which the Site is a part (or of a project which is adjacent to the Site). Notwithstanding the foregoing to the contrary, if at any time during the Term the methods of taxation prevailing at the commencement of the Term shall be altered so that any imposition, which at the commencement of or during the Term is or shall be levied, assessed or imposed on real estate and the improvements thereon, is thereafter levied, assessed or imposed wholly or partially on the rents received from real estate or the improvements thereon, or as a tax assessment, levy or license fee (regardless of the form and regardless of the taxing authority) upon Lessor measured by Rent and Additional Rent payable under this Lease, then all such substitute or additional taxes, assessments, levies or license fees shall be deemed to be included within the meaning of the term "Taxes" for purposes hereof, and Lessee shall pay and discharge the same as herein provided in respect of the payment of Taxes. In addition, Lessee hereby agrees to pay any Taxes incurred by Lessor during the period from and after the date of execution

hereof through the Commencement Date allocable to the construction of the Improvements (such Taxes to be in excess of the Taxes otherwise payable by Lessor with respect to the land comprising the Site for said period). If any dispute shall arise between Lessor and Lessee as to whether taxes, assessments or other impositions are properly included within the meaning of the term "Taxes" for purposes hereof, such dispute shall be resolved by arbitration as provided in Section 19.26 of this Lease.

4.2. Charges.

Subject to the provisions of Section 14.1. hereof (concerning "Permitted Contests"), Lessee covenants and agrees that it shall pay when due all charges for all public or private utility services including, but not limited to, water, sewer, gas, light, heat and air conditioning, telephone, electricity, trash removal, cable television, power and other utility and communications services (all or any one of which hereinafter referred to as "Charges") that at any time during the Term are rendered or become due and payable with respect to the Premises.

4.3. General.

Lessee shall prepare and file all reports and returns required by law and governmental regulations with respect to any Taxes and, upon Lessor's request, shall promptly forward to Lessor copies of any such reports and returns as well as copies of any bill or assessment respecting any Taxes. Lessor shall cooperate fully with Lessee to transfer all tax bills to Lessee's name and shall promptly deliver to Lessee any assessments, notices or bills received by Lessor with respect to the Taxes. Notwithstanding the foregoing to the contrary, Lessor shall file all reports and returns required to be filed by Lessor with respect to substitute or additional taxes, assessments, levies or license fees referred to in Section 4.1 hereof, and shall do so, insofar as it is possible, in such manner as will result in the lowest lawful tax liability. Upon request of Lessor, Lessee agrees to furnish and deliver to Lessor receipts evidencing the payment of any Taxes and/or Charges payable by Lessee as provided in Section 4.2 and this Section 4.2. hereof. If Taxes shall include any special assessments for improvements which may be paid in installments, Lessee shall be obligated to pay only such installments as they become due and shall be obligated to pay only such installments which are to become due and payable prior to the expiration of the Term. Any Taxes for the year in which this Lease commences and terminates or expires shall be prorated on a daily basis between Lessor and Lessee. If Lessee fails to pay any Taxes and/or Charges (or any installment thereof) when due, Lessor, without declaring a default hereunder and without relieving Lessee of any liability hereunder, may, but shall not be obligated to, pay any such Taxes and/or Charges (or any installment thereof) and any amount so paid by Lessor, together with all costs and expenses incurred by Lessor in connection therewith, shall constitute Additional Rent hereunder and shall be paid immediately by Lessee to Lessor on demand with Interest thereon in the manner provided in Section 3.3. hereof. Lessee's obligation to pay Taxes and Charges which accrue during the Term shall survive any termination of this Lease.

5. NET GROUND LEASE; NON-TERMINATION

5.1. Net Lease.

This Lease is a net ground lease and except as expressly provided herein, Rent and Additional Rent shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense, and without abatement, suspension, deferment, diminution or reduction. It is the purpose and intent of Lessor and Lessee that, except as expressly provided herein, Rent and Additional Rent (where payable to Lessor) shall be absolutely net to Lessor, so that this Lease shall yield, net, to Lessor, Rent specified in Sections 3.1., 3.2., and 3.3. and Additional Rent specified in Section 3.6. hereof throughout the Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises which may arise and become due as specified in Sections 4.1 and 4.2. hereof or elsewhere herein during the Term shall be paid by Lessee, and that Lessor shall be indemnified and saved harmless by Lessee from and against the same. The foregoing to the contrary notwithstanding, Lessee is specifically authorized to set off against Rent and Additional Rent any judgment or arbitration award it may have against Lessor.

5.2. Non-Termination.

Except as otherwise expressly provided in this Lease, this Lease shall not terminate nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any Rent or Additional Rent hereunder or any reduction thereof, nor shall the obligations of Lessee under this Lease be otherwise affected, by reason of (a) any damage to or destruction of all or any portion of the Premises from whatever cause, (b) the prohibition, limitation or restriction of or interference with Lessee's use of all or any portion of the Premises, (c) the failure on the part of Lessor to perform or comply with any term, provision or covenant of this Lease or any other agreement to which Lessor and Lessee may be parties, (d) any claim which Lessee has or might have against Lessor, or (e) for any other cause, whether similar or dissimilar to the foregoing. Except as otherwise expressly provided in this Lease, Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the leasehold estate in the Premises or any part thereof, and to any abatement, recoupment, suspension, deferment, diminution or reduction of Rent and Additional Rent.

6. CONDITION, SUITABILITY AND USE OF THE PREMISES

6.1. Condition and Suitability of the Premises.

Subject to the provisions of Sections 7.3., LESSEE AGREES THAT LESSEE IS LEASING THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, "AS IS", AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF EITHER OR BOTH THE PREMISES OR THE IMPROVEMENTS. Lessee leases the Premises without representation or warranty by Lessor, express or implied, in fact or by law, and without recourse, with respect to (a) the condition of the Premises, (b) the ability to use the Premises for any particular purpose, and (c) access to or from the Premises, and (d) the existence or adequacy of present or future availability of any utilities to service the Premises. Lessee or its agents or employees shall have [To Be Discussed ("TBD")] after the date hereof to ascertain the availability of all zoning approvals for Lessee's intended use, the suitability of the soils and subsurface condition of the Premises (including environmental assessments), the availability of satisfactory access permits to the Premises from Palmetto Park Road and NE/SE 5th Avenue, the availability of adequate utilities to service the Premises, the availability of leasehold title insurance issued by a national title insurance company in the amount of the value of Improvements to be constructed on the Site by Lessee, subject only to the encumbrances attached hereto as Exhibit "B" and such standard exceptions as said title insurance company may require, and the availability of all federal, state or other local permits or licenses and approvals for the construction of the Improvements and the operation of Lessee's intended use, including without limitation, a license for the sale of all types of alcoholic beverages. Lessee shall be entitled to terminate this Lease upon notice in writing to Lessor at any time prior to the expiration of said sixty (60) day period, if Lessee shall determine that any necessary utilities, licenses, permits or approvals or said title insurance are unavailable, or if Lessee shall determine that the soils or subsurface condition, including the environmental condition, of the Premises are unsuitable, or if Lessee determines that any utility or other easements encumbering the Site make it impractical to build a Houston's Restaurant on the Site. If Lessee does not notify Lessor in writing prior to the expiration of said [TBD] day period of Lessee's election to terminate this Lease for any of the foregoing reasons, then this Lease shall remain in full force and effect, and Lessee shall have no further right to terminate this Lease under this Section 6.1. Upon request of Lessee, Lessor agrees to cooperate with Lessee in Lessee's efforts to obtain all such permits and licenses as provided above. Lessee hereby agrees that within the said [TBD] day period, Lessee will obtain a phase I environmental assessment and report with respect to the Site and, in addition thereto, an environmental analysis of the soils extracted by Lessee in connection with its soils tests with respect to the Site. Lessee agrees to provide Lessor with copies of the written foregoing environmental and soils reports promptly after receipt thereof by Lessee.

6.2. Use of the Premises; No Abandonment.

Subject to the terms and conditions hereof, Lessee, its successors or assigns (as permitted hereunder), agrees (a) to use and occupy the Premises only for conducting the business of a first-class restaurant comparable to the other restaurants operated by Lessee on the date of execution hereof, including takeout and delivery and the sale of spirituous liquors, wines, ales and beer for on-premises consumption (hereinafter referred to as the "Permitted Business"); (b) to apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Lessee of its restaurant business located at the Premises and to pay, as and when due, all licenses or permit fees and charges of a similar nature in connection therewith; (c) to operate its restaurant business at the Premises in accordance with the highest standards for cleanliness and food quality; and (d) to comply with all laws, codes, ordinances, rules and regulations of the United States of America, State of Florida, County of Palm Beach, City of Boca Raton (including noise and nuisance ordinances) and any agencies or departments thereof in connection with the operation of Lessee's restaurant business, including such laws, ordinances, rules and regulations relating to the sale of food and food products and governmental standards of health and cleanliness. Lessee's business will be advertised as and operated under the names "Houston's" or "Houston's Restaurant" unless and or such other trade name as Lessor and Lessee may agree giving due to consideration to the special nature of the Site and its relative locations to the downtown Boca Raton area or unless Lessee sublets or assigns this Lease pursuant to Section 13.1. hereof to a person who intends to operate the restaurant under a new name, whereupon Lessee (which term shall include such sublessee or assignee) may use and advertise such new name provided such name is first approved in writing by Lessor, which approval shall not be unreasonably withheld. Lessee will not conduct any auction, bankruptcy, fire, "lost our lease", "going out of business", or similar sale and will not use any loudspeaker, phonograph, radio or sound amplifier which is audible outside the Premises; provided, however, Lessee may cause music to be played or paging to be announced in any waiting area or patio serving area in the Premises so long as such music does not unreasonably interfere with or disturb other Lessees of the Project. Lessee will not commit any act which is a nuisance; provided, however, Lessor agrees that the emission of smoke from Lessee's kitchen will not constitute, for purposes of this sentence, such a nuisance. Lessee agrees that the Percentage Rent provided for hereunder is part of the consideration inducing Lessor to enter into this Lease, and Lessee agrees to use its best efforts to produce the maximum volume of sales in, upon or from the Premises and to maintain a complete and substantial stock at all times. Lessee further agrees:

- (1) To open for business during the entire Term of this Lease no later than 11:30 a.m. daily;
- (2) To operate continuously for business during the entire Term hereof until at least 10:00 p.m. daily;
- (3) To remain open for business during the week, except for federal government holidays and weekends; and

- (4) To keep the storefront of the restaurant and the exterior sign adequately lighted in the evenings until closing time.

This provision shall not apply if the restaurant should be closed and the business of Lessee temporarily discontinued therein on account of inclement weather, inventory, strikes, lockouts or similar causes beyond the reasonable control of Lessee or closed as a result of force majeure as described in Section _____ hereof; provided, however, Lessee shall not close for inventory purposes more than two (2) days in any Lease Year. It is understood and agreed that Lessee may close no more than five (5) days during any two (2) successive Lease Years for refurbishing the restaurant. Lessee agrees to open for business the Permitted Business on the Premises promptly upon completion of construction of its facility for conducting the Permitted Business and to thereafter continuously, actively and diligently operate the Permitted Business in the Premises during the Term.

6.3. Construction of the Improvements.

(a) Lessor and Lessee agree that Lessee shall cause a building to be constructed upon the Site in accordance and that upon completion the building will be substantially equal in quality and materials to the other restaurants constructed by Lessee. Subject to the terms and conditions of this Lease, Lessee shall construction of its restaurant for conducting the Permitted Business on the Premises within [TBD]. Lessee covenants and agrees that it will pursue such construction diligently until completion and that, subject to Section _____ hereof, there shall be no abandonment of said construction for any period exceeding ten (10) business days. Lessee hereby covenants and agrees that construction of the Improvements (including without limitation any additions or modifications) shall commence only when Lessee has obtained from Lessor, in the manner hereinafter provided, Lessor's approval of any and all preliminary and final plans and specifications (the "Plans") relating to construction of the Improvements for the conduct of the Permitted Business as set forth in Exhibit "D" attached hereto and made a part hereof.

(b) Lessee shall be solely responsible for and shall pay any charges in the nature of impact fees attributable to the construction of Improvements on the Site.

(c) The contractor or contractors selected by Lessee and the contract or contracts to be entered into therewith shall be subject to Lessor's prior reasonable approval. All of the Improvements shall be installed in compliance with all applicable governmental codes, laws, ordinances, orders and regulations. Lessee shall insure that all work shall be done in a good and workmanlike manner with first-class materials and in accordance with the Plans. During the course of construction of the Improvements, Lessee shall not materially alter, modify or amend the Plans and shall not permit the construction to progress other than in accordance with the Plans without first obtaining Lessor's written approval. Lessor shall have the right, during the construction period, to

have its representative monitor construction and report on its progress and compliance with the Plans. If such report shows material deviations from the approved Plans, Lessee, upon notice, shall take immediate steps, at its expense, to conform the construction to the previously approved Plans.

6.4. Site Preparation.

Lessor and Lessee have agreed that as part of the construction of the Improvements, Lessee shall perform the clearing and rough grading of the Site and the preparation of a compacted pad for the construction of the Improvements (the "Grading Work").

6.5. Intentionally Omitted.

6.6. Entrance Sign.

Lessor agrees that Lessee may erect and maintain a monument sign for the restaurant at the place marked on Exhibit "____" near the corner of Palmetto Park Road and NE/SE 5th Avenue.

7. COMPLIANCE WITH LAW; LIENS AND ENCUMBRANCES

7.1. Compliance with Laws.

Subject to the provisions of Section 7.3. hereof and the provisions of Section 14.1. hereof (concerning "Permitted Contests"), Lessee, at its sole cost and expense, shall comply with and cause the Premises and any and all improvements located thereon, to comply with (a) all federal, state, local and other governmental statutes, laws, rules, orders, regulations, ordinances or recommendations affecting the Premises or any part thereof, or the use thereof, including those which require "Repairs", as that term is defined in Section ____ hereof, or any structural changes in the Improvements whether or not any such statutes, laws, rules, orders, regulations, ordinances or recommendations which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same, (b) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions and responsibilities in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, and (c) the requirements of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises (all or any one of the items enumerated in this Section 7.1. hereinafter referred to as "Regulation").

7.2. Lessee's Agreement Relating to Hazardous Substances.

Lessee hereby covenants that Lessee and its agents, employees and contractors will not generate, store, use, treat or dispose of any "Hazardous Substances" (as hereinafter defined) in, on or at the Premises or any part of the Improvements, except for Hazardous Substances as are commonly legally used or stored (and in such amounts as are commonly legally used or stored) as a consequence of using the Premises for the Permitted Business, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Lessee strictly complies or causes compliance with all laws, statutes, rules, orders, regulations, ordinances and decrees concerning the use or storage of such Hazardous Substances. Lessee further covenants that neither the Premises nor any part of the Improvements shall ever be used by Lessee or its agents, contractors or employees as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Term.

Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release on or from, the Premises or the Improvements of any Hazardous Substance [including, without limitation, any losses, liabilities, including without limitation strict liability, damages, injuries, expenses, including without limitation reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), any so called federal, state or local "Superfund" or "Superlien" laws, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance]; provided, however, that the foregoing indemnity is limited to matters arising solely from the violation of the covenants and agreements of Lessee contained in the preceding paragraph.

For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the lists of hazardous substances or wastes now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the lists of toxic pollutants designated now or hereafter by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by CERCLA or any Superfund law or any Superlien law or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

Lessor shall have the right but, except as expressly provided in Section 7.3. hereof, not the obligation, and without limitation of Lessor's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit or other action against Lessee and/or Lessor. All reasonable costs and expenses incurred by Lessor in the exercise of any such rights, which costs and expenses result from the violation of the covenants and agreements of Lessee contained in the first paragraph of this Section 7.2., shall be deemed Additional Rent under this Lease and shall be payable by Lessee upon demand.

This Section 7.2. shall survive cancellation, termination or expiration of this Lease.

7.3. Lessor's Agreement Relating to Hazardous Substances.

Lessor hereby represents to Lessee that: (i) the Site is free from Hazardous Substances and does not constitute an environmental hazard of any type under local, state or federal law; (ii) there are no buried, partially buried, above-ground or other tanks, storage vessels, drums or containers located in or on the Site; and (iii) Lessor has received no warning notice, notice of violation, administrative complaint, judicial complaint or formal or informal notice alleging that conditions on the Site are in violation of any environmental laws, regulations, ordinances or rules. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in the value of Lessee's interest in and to the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on Lessee's Permitted Business at the Premises, and any and all sums paid for settlements of claims, attorneys' fees, and consultant and expert fees) arising during or after the Term and arising as a result of the breach by Lessor of the representation made in the preceding sentence. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Site, any clean-up, removal or restoration mandated by a federal, state, or local agency or political subdivision.

This Section 7.3 shall survive cancellation, termination, or expiration of this Lease.

7.4. Liens and Encumbrances.

Subject to the provisions of Section 14.1. hereof (concerning "Permitted Contests"), Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge (all or

any one of which hereinafter referred to as "Lien") upon the Premises, or any part thereof or upon Lessee's leasehold estate hereunder that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, Repairs or demolition by or at the direction of Lessee of all or any part of the Improvements, or by reason of any Permitted Contest under Section 14.1. hereof.

Notice is hereby given that Lessor shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or Repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power or authority on behalf of Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any Lien against the Premises or any part thereof.

If Lessee fails to discharge any Lien or to comply with any Regulation as required in Section 7.1. hereinabove provided, Lessor, without declaring a default hereunder and without relieving Lessee of any liability hereunder, may, but shall not be obligated to, discharge or pay such Lien (either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings) or cause compliance with such Regulation, and any amount so paid by Lessor and all costs and expenses incurred by Lessor in connection therewith shall constitute Additional Rent hereunder and shall be paid immediately by Lessee to Lessor upon demand by Lessor, with Interest thereon from the date of demand by Lessor.

8. REPAIRS AND ALTERATIONS

8.1. Maintenance and Repair by Lessee.

Lessee, at all times during the Term, at its expense, shall keep the Premises, including, without limitation, the Improvements, in good order, condition and repair and in substantially the condition on the completion of construction, ordinary wear and tear excepted. Lessee will provide and maintain vermin-proof receptacles for Lessee's own use in the event refuse is temporarily stored outside of the building, and Lessee will be

responsible for the removal of said refuse and will promptly and strictly comply with all health, sanitary or other laws, regulations and ordinances pertaining to the depositing and removal of such refuse from or about the Premises. Lessee further agrees to be responsible for maintaining the landscaping surrounding Lessee's building and for sweeping and cleaning the entrances to the building in addition to the parking lot, sidewalks, and other improved areas of the Premises. Lessee shall promptly make or cause to be made any and all necessary or appropriate repairs, replacements, or renewals (all or any one of which herein referred to as "Repairs"). All Repairs shall be at least equal in quality and class to the original work. The term "Repairs" includes, without limitation, all necessary repairs and replacements of the Premises (including, without limitation, the roofs, foundations, all interior and exterior walls, and all structural and non-structural portions of the buildings and other improvements), structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including but not limited to the exterior and interior windows, doors and entrances, signs, floor coverings, columns and partitions; and lighting, heating, plumbing and sewerage facilities, and air conditioning equipment. Lessor shall not be required to make any Repairs of any kind or nature in, on or to the Premises during the Term.

Lessee shall retain a licensed, bonded, professional pest and sanitation control service to perform inspections of the Premises not less frequently than once each month for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed.

Lessee shall, on a monthly basis, change the filters in the exhaust system for the Premises and clean, inspect and maintain such exhaust system and clean any grease on the exterior surfaces of the Premises due to such exhaust system.

9. DAMAGE AND DESTRUCTION

9.1. Notice.

In the event of any damage to or destruction of all or any part of the Improvements, Lessee will promptly give written notice thereof to Lessor, which notice shall generally describe the nature and extent of such damage or destruction.

9.2. Restoration.

In the event of any damage to or destruction of all or any part of the Improvements and whether or not the insurance proceeds on account of such damage or destruction shall be sufficient for the purpose, Lessee, at its sole cost and expense, shall promptly commence and shall thereafter diligently and continuously prosecute to completion the

restoration, replacement or rebuilding of the Improvements as nearly as practicable to its value, architectural condition and character as existed immediately prior to such damage, destruction or condemnation so as to permit resumption of the use of the Premises for the Permitted Business to as nearly the same degree as possible (pending completion of the work, such restoration, replacement or rebuilding, together with any temporary repairs and property protection, are herein collectively referred to as "Restoration").

In the event damage to or destruction of a substantial portion of the Improvements occurs within the last three (3) years of the Term, Lessee shall have the right, at its election and in lieu of fulfilling its obligations under this Section 9.2., to terminate this Lease upon thirty (30) days' prior written notice to Lessor by paying to Lessor, simultaneously with such notice, a sum equal to all Rent and Additional Rent due from Lessee to Lessor to such termination date, together with all insurance proceeds due on account of any damage or destruction of the Premises or any part thereof less and excepting only the amount actually expended by Lessee in demolishing and removing all damaged Improvements and in clearing and cleaning the surface area of the Site described in Exhibit "A", and the portion allocable to the Personalty, and by surrendering the Premises to Lessor, on or before the effective date of such termination, in a clean and slightly condition, free of any and all debris and free of damaged Improvements. Lessee's obligation to demolish and remove damaged Improvements shall survive any termination of this Lease.

9.3. Application of Proceeds.

Except as otherwise provided in Section 9.2. hereof, insurance proceeds received on account of any damage to or destruction of the Improvements or any part thereof shall be applied to pay for the cost of Restoration. To the extent any such proceeds shall be inadequate to pay such cost, it shall be Lessee's sole cost and obligation to pay all costs of Restoration.

9.4. Damage Covered By Insurance.

If the Premises shall be damaged by fire or other casualty which is covered by insurance required to be maintained by Lessee herein, Lessee shall with due diligence cause such damage to be repaired; provided, however, if such damage is fifty percent or more of the replacement cost of the Premises, Lessee shall have the option, exercisable by written notice to Lessor within thirty (30) days after the date of such casualty, to terminate this Lease effective as of the date of such casualty. If Lessee does not exercise such right to terminate, all insurance proceeds shall be made available to Lessee, and Lessee shall with due diligence cause such damage to be repaired. If Lessee shall exercise its option to terminate this Lease, then Lessee shall be entitled to its insurance proceeds, if any, recovered as a result of such casualty for its Personalty, inventory and the Unamortized Value of the Improvements, to the extent paid for by Lessee. As used in this Lease, the "Unamortized Value of the Improvements" shall mean the cost of the Improvements

depreciated over the Term (or the remainder thereof in effect when such Improvements were acquired or constructed) on a straight line basis. Tenant shall be entitled to an abatement of Rent, but not Percentage Rent, during any period in which its operations are materially impaired as a result of such casualty.

9.5. Uninsured Casualty.

If the Premises shall be damaged by fire or other casualty not covered by insurance required to be maintained by Lessee herein, within thirty (30) days after the date of such casualty, either Lessor or Lessee may elect, by written notice to the other, to terminate this Lease. However, notwithstanding the foregoing, if within such 30-day period Lessee commences to repair the Premises at its sole cost and thereafter diligently effects such repair or if the cost of repair is less than ten percent (10%) of the replacement cost of the entire Premises, then neither Lessor nor Lessee shall have the right to terminate as provided above, and Lessee shall with due diligence cause such damage to be repaired at Lessee's expense. There shall be no rent abatement under this Section 9.5.

9.6. Intentionally Deleted.

9.7. Intentionally Deleted.

9.8. Intentionally Deleted.

9.9. Intentionally Deleted.

10. INSURANCE

10.1. Classes of Insurance.

At all times during the Term, Lessee shall keep the Premises insured against the risks and hazards and with coverage in amounts not less than those specified as follows:

(a) Insurance against the risks customarily included under extended coverage policies with respect to improved properties similar to the Premises in an amount equal to at least 90% of the "full insurable value" (which as used herein shall mean the full replacement value, including the costs of debris removal, which amount shall be determined annually) of the Improvements. Lessee shall be entitled to carry a deductible of up to \$250,000.00 in connection with said coverage. Lessee hereby further agrees that to the extent available, Lessee will obtain an "agreed amount" endorsement with respect to such insurance so as to prevent either Lessor or Lessee from becoming a co-insurer of any loss, except to the extent of the deductibles permitted hereunder.

(b) Commercial general liability and property damage insurance (including, but not limited to, coverage for any construction on or about the Premises) covering the legal liability of Lessor and Lessee against all claims for any bodily injury or death of persons and for damage to or destruction of property occurring on, in or about the Premises, the adjoining streets, sidewalks and passageways and arising out of the use or occupation of the Premises by Lessee in the minimum amounts, during the period from the date of execution of this Lease to the day immediately preceding the fifth (5th) anniversary of the Commencement Date, of Three Million Dollars (\$3,000,000.00) in connection with any single occurrence of bodily injury or death, and Five Hundred Thousand Dollars (\$500,000.00) in connection with claims for property damage. Lessee shall be entitled to carry a deductible of up to \$250,000.00 in connection with the said coverage.

(c) So long as the cost of the same shall be commercially reasonable, product liability insurance coverage, including, without limitation, liquor liability coverage and coverage for liability arising out of the consumption of food and/or alcoholic beverages upon or obtained at the Premises, of not less than Three Million Dollars (\$3,000,000.00) per occurrence for bodily injury or death and Five Hundred Thousand Dollars (\$500,000.00) per occurrence in connection with claims for property damage. Lessee shall be entitled to carry deductibles of up to \$250,000.00 with respect to such product liability and liquor liability coverage.

(d) Insurance covering loss of rents resulting from the interruption of Lessee's business for a period of not less than six (6) months.

Commencing on the fifth (5th) anniversary of the Commencement Date, and continuing thereafter on the fifth (5th) anniversary of the previous "Adjustment Date" (as hereinafter defined) during the Term (each of such dates being referred to in this Section 10.1. as an "Adjustment Date"), each of the aforesaid minimum amounts of insurance coverage shall be increased, if necessary, to reflect coverage then maintained by Lessees of a size comparable to Lessee which operate restaurants similar to a the restaurant being operated on the Site.

10.2. Requirements for Lessee's Policies.

All insurance required under Section 10.1. hereof shall be written by companies of recognized financial standing with an "A" rating from Best or otherwise acceptable to Lessor which are authorized to do insurance business in the State of Florida, shall name Lessor as an additional insured party, shall be reasonably satisfactory to Lessor in all respects and shall expressly provide (a) that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days after receipt by Lessor and Lessee of written notice thereof, and (b) that during construction of any improvements on the Premises such policies shall be in "builder's risk" form. A copy of each policy or of an acceptable certificate of insurance in force, issued by the insurer as provided in Section 10.1. hereof, shall be delivered to Lessor on or before the date any construction activity commences on the Site, and with respect to renewal or replacement policies, not less than thirty (30) days prior to expiration of the policy being renewed or replaced. Lessee may obtain the insurance required hereunder by endorsement on its blanket insurance policies, provided that said policies fulfill the requirements of this Section

10.2., that said policies reference the Premises, and that Lessor receives satisfactory written proof of coverage. Lessee, at its sole cost and expense, shall permit Lessor to examine all policies evidencing the insurance required to be maintained by Lessee under this Lease.

10.3. Certificates.

On request, Lessee shall deliver to Lessor a certificate addressed to Lessor, signed by Lessee, and dated within thirty (30) days prior to the delivery thereof, which lists the insurers and policy numbers evidencing all the insurance then required to be maintained by Lessee hereunder, and which warrants that said insurance is in full force and effect and that such insurance and the policies evidencing the same comply with the requirements of this Lease. In the event that Lessee fails to obtain, maintain or renew any insurance provided for in this Article 10. or to pay the premiums therefor, or to deliver to Lessor any of such certificates, Lessor may, but shall not be obligated to, procure such insurance, pay the premiums therefor or obtain such certificates and any costs or expenses incurred by Lessor for such purposes shall be Additional Rent hereunder and shall be immediately paid by Lessee to Lessor upon demand by Lessor, with interest thereon from the date of demand by Lessor.

10.4. Waiver of Subrogation

Lessor and Lessee shall each cause to be included in all policies of fire, extended coverage, business interruption and other insurance respectively obtained by them covering the Premises and the contents thereof, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, Lessor and Lessee each waives all right of recovery against the other (and any officers, directors, partners, employees, agents, and representatives of the other) for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage. If the release of either party, as set forth in the immediately preceding sentence, should contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be secondary to the liability of the other's insurer.

11. INDEMNIFICATION

11.1. Indemnification by Lessee.

Lessee covenants and agrees to pay, defend, indemnify and save harmless Lessor from and against any and all liability, loss, damage, cost, expense (including without limitation all attorneys' fees and expenses of Lessor), causes of action, suits, claims, demands or judgments of any nature whatsoever based upon, arising from or connected in any manner with (a) injury to or the death of any person or damage to any property occurring on the Premises, (b) the use, non-use, condition, possession, construction, operation, maintenance, management or occupation of the Premises or any part thereof, (c) any negligence or intentional misconduct on the part of Lessee or its agents, contractors, servants, employees, licensees or invitees, or (d) the violation by Lessee of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or Regulation affecting the Premises of any part thereof or the ownership, occupancy or use thereof. If any action or proceeding should be brought against Lessor based upon any such claim and if Lessee, upon notice from Lessor, shall cause such action or proceeding to be defended at Lessee's expense by counsel reasonably satisfactory to Lessor, without any disclaimer of liability by Lessee in connection with such claim, Lessee shall not be required to indemnify Lessor for attorneys' fees and expenses in connection with such action or proceeding. The obligations of Lessee under this Section 11.1 shall commence to accrue on the date of this Lease and with respect to any such matters occurring prior to the termination of this Lease, shall survive any termination of this Lease.

12. OWNERSHIP OF IMPROVEMENTS

12.1. Title to Improvements.

Title to the Improvements during the Term shall be in Lessee, but notwithstanding such title, the terms and conditions of this Lease shall govern the construction, use, and operation of the Improvements and the exercise of Lessee's rights with respect thereto; and Lessee's right, title, interest, and estate in and to the Improvements shall not be separable from the leasehold estate granted Lessee hereunder. Upon the termination or expiration of this Lease, title to the Improvements shall vest in and become the full and absolute property of Lessor without need of any further action being taken by Lessee or Lessor, and Lessee shall immediately surrender possession of the Improvements upon such termination or expiration as provided in Section 12.2. hereof. The value or cost of the Improvements constructed by Lessee shall not in any way constitute a substitute for or a credit against any obligation of Lessee under this Lease to pay Rent or Additional Rent.

12.2. Surrender.

Upon any termination of this Lease, Lessee shall peaceably quit and surrender the Premises, and any and all machinery and equipment constructed, installed or placed by

Lessee thereon which is necessary to the operation of the Improvements (in contrast to Lessee's Permitted Business) to Lessor in good order and condition, ordinary wear and tear excepted. In the event Lessee is not then in default under this Lease, Lessee shall have the right, but not the obligation, upon a termination of this Lease to remove from the Premises all "Personalty" other than fixtures, machinery and equipment used in and necessary to the operation of the Improvements, provided that (so long as Lessee is not then in default under this Lease) Lessee shall be entitled to remove all kitchen equipment (including walk-in coolers, ovens, fryers, grills and other built-in equipment), all cooking utensils, china, silverware, table decorations and other movables, the bar (including overhead racks and shelves), gas lights, signage, booths and other trade dress which give the distinctive look of a Houston's Restaurant or such other restaurant as then being operated by Lessee (collectively, the "Personalty"). Lessee shall repair, at its sole cost and expense, any damage to the Premises or to the Improvements caused by such removal. As used in this Lease, the phrase "in default under this Lease" or phrases of similar effect shall mean that an Event of Default shall have occurred and be continuing.

13. ASSIGNMENT AND SUBLETTING

13.1. No Assignment or Subletting Without Prior Consent.

Except as expressly provided herein neither this Lease nor the interest of Lessee in this Lease or in the Premises, or any part thereof, shall be sold, assigned or otherwise transferred by Lessee, by operation of law or otherwise, without the prior written consent of Lessor. Neither this Lease nor the interest of Lessee in this Lease or in the Premises, or any part thereof, shall be mortgaged, pledged or hypothecated by Lessee, nor shall the Premises be sublet in whole or in part, without the express prior written consent of Lessor. For purposes of this Section 13.1. the transfer, in one or a series of related transactions, of a majority of Lessee's voting shares shall be deemed to be an assignment prohibited by this Section 13.1. As used herein, the term "Assignment" shall include each of the transactions described in this Section 13.1. and the term "Assignee" shall refer to each assignee, sublessee, mortgagee, pledgee or other person who receives an Assignment of this Lease.

13.2. Certain Excluded Transactions.

Notwithstanding the definition of Assignment set forth in Section 13.1. of this Lease, the following shall not be deemed to be an Assignment hereunder:

- (a) an offering of Lessee's stock to the public pursuant to a registered securities offering,

(b) the transfer of Lessee's stock on a national securities exchange or through the NASDAQ national market system or other over-the-counter market,

(c) the transfer of Lessee's stock to its employees pursuant to an employee stock ownership plan or other arrangement with one or more employees,

(d) any transfer of Lessee's stock by gift, bequest, inheritance, or for estate planning purposes.

(e) the transfer of a majority of Lessee's voting shares without the consent of Lessor but with prior notice to Lessor, provided that (i) the name for the Permitted Business is not changed in connection with such transfer, (ii) there shall be no diminution in the net worth of Lessee following such transfer as compared to the net worth of Lessee prior to such transfer, and (iii) if such transfer of Lessee's voting shares shall result in a change in any of the principal executive officers of Lessee, the new principal executive officer(s) shall have prior experience in operating a restaurant chain similar to Lessee.

13.3. Procedure for Obtaining Lessor's Consent.

If Lessee desires to make an Assignment which requires Lessor's prior written consent hereunder, Lessee shall give Lessor written notice thereof containing (i) the name and address of the proposed sublessee or assignee and its form of organization, (ii) information regarding the experience of such proposed sublessee or assignee in operating a restaurant that is similar to a restaurant of the type operated by Lessee, (iii) the material terms and conditions of the proposed sublease or assignment (including, without limitation, the financial terms of such proposed subletting or assignment and the proposed commencement date of the proposed sublease or assignment), (iv) financial statements for the three (3) most recently completed fiscal years of the proposed sublessee or assignee and such other financial information as Lessor shall reasonably request (or if the proposed sublessee or assignee has not been extant for at least three [3] years, such financial statements as are available), and (v) a description of any proposed remodeling or renovation to the exterior of the restaurant building to be conducted by the proposed assignee or sublessee, together with the request that Lessor approve such assignment or sublease (which request shall contain a statement that in the event the proposed sublease or assignment is not approved or disapproved by Lessor in writing to Lessee within thirty (30) days following receipt of such request, the proposed sublease or assignment shall be deemed approved). Lessor shall have a period of thirty (30) days following receipt of such written notice within which to notify Lessee in writing that Lessor elects either (a) to deny Lessee the right to consummate such sublease or assignment or (b) permit Lessee to assign this Lease or sublet the Premises. The failure of Lessor to notify Lessee in writing of such election within the thirty (30) day period described above shall be deemed approval of such proposed assignment or sublease.

13.4. Lessor Shall Not Unreasonably Withhold Consent.

(a) Lessor shall not unreasonably withhold its consent to a proposed Assignment. In determining whether to grant such consent, Lessor shall be entitled to take into account the following: (i) the financial strength of the proposed Assignee, including the adequacy of its working capital to pay all expenses anticipated in connection with any remodeling of and the operating of a high-quilt, casual dining restaurant in the Premises; (ii) the experience of the proposed Assignee with respect to the successful operation of a first rate restaurant; and (iii) the quality of the restaurant building appearance resulting from any remodeling or renovation to be conducted by the proposed Assignee.

(b) In the event a dispute shall arise as to whether Lessor has unreasonably withheld or denied its consent to any proposed Assignment, such dispute shall be resolved by arbitration as provided in Section 19.26 of this Lease. [In no event shall Lessor be liable for any damages to Lessee as a result of the withholding or denial of any such consent, whether or not such withholding or denial by Lessor is determined to be unreasonable and whether or not such withholding or denial shall result in the loss of a prospective sublease, it being agreed by the parties hereto that Lessee's sole recourse in the event of an unreasonable withholding or denial is to obtain a determination through arbitration that such withholding or denial is unreasonable.]

13.5. Effect of Lessor's Consent.

(a) Any consent given by Lessor to an Assignment shall apply only to the specific transaction thereby authorized and shall not relieve Lessee or any approved successor of Lessee from the requirement of obtaining the prior written consent of Lessor to any further Assignment. No consent by Lessor to any Assignment shall be effective unless and until there shall have been delivered to Lessor an agreement in recordable form, executed by Lessee and the proposed assignee or sublessee, as the case may be, wherein any assignee assumes due performance of this Lease to be done and performed for the balance then remaining in the Term, and any sublessee acknowledges the right of Lessor to continue or terminate any sublease, in Lessor's sole discretion, upon termination of this Lease, and such sublessee agrees to recognize and attorn to Lessor in the event that Lessor elects to continue such sublease.

(b) Any Assignee of this Lease shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Lease during the Term, whether or not of the nature of covenants ordinarily running with the land, but neither Lessee nor any subsequent Lessee whose interest is assigned or divested shall be relieved of liability hereunder other than by an express release from liability executed in writing by Lessor or as otherwise expressly provided in this Lease.

13.6. Transactions Not Requiring the Consent of Lessor

Notwithstanding the provisions of Section 13.1. to the contrary, Lessee shall have the right, upon prior notice to Lessor, but without Lessor's prior written consent,

(a) to assign this Lease to any direct or indirect wholly-owned subsidiary or to any wholly-owned subsidiary of any parent corporation of which Lessee is a direct or indirect wholly-owned subsidiary or to any franchisor of Lessee, subject, however to the following express conditions:

- (i) No such assignment shall be deemed to release Lessee from continuing liability hereunder;
- (ii) Any assignee must assume in writing for the benefit of Lessor all of the obligations of Lessee under this Lease; and
- (iii) The operation of the Premises by any such assignee shall be as a Houston's Restaurant, a Bandera Restaurant, a Rutherford Grill, or such other restaurant as may then be operated by Lessee.

(b) to assign this Lease in connection with the sale of all or substantially all of the business of the original Lessee, whether such sale is effected through a sale of all or substantially all of the capital stock of the original Lessee, a sale of all or substantially all of the assets of the original Lessee, or a merger, share exchange or consolidation involving the original Lessee, whether or not the original Lessee survives such merger, share exchange or consolidation;

(c) to assign this Lease in connection with the sale of all or substantially all of the restaurants operated by the original Lessee under the specific name being used at the Premises provided, however, that the Assignee has experience in successfully operating a restaurant that is similar to the restaurant then being operated in the Premises. In connection with the foregoing, as evidence and proof of the net worth of the proposed Assignee, Lessee shall provide Lessor with recent certified financial statements of such Assignee at least fifteen (15) days prior to the effective date of such Assignment. Financial statements of such Assignee must be certified (without material qualification) by a national or regional firm of certified public accountants as having been prepared in accordance with generally accepted accounting principles and as presenting fairly the financial condition of such Assignee. Such audited financial statements shall be prepared as of a date not more than fifteen (15) months prior to the date of delivery of the same to Lessor; provided, however, that if such financial statements have been prepared as of a date more than six (6) months prior to such date of delivery, they shall be accompanied by unaudited financial statements of such Assignee prepared as of a date not more than sixty (60) days prior to such date of delivery and certified by the chief financial officer (or comparable person) of such Assignee as having been prepared in accordance

with generally accepted accounting principles and as presenting fairly the financial condition of such Assignee;

As a condition to any Assignment permitted pursuant to this Section 13.6., the Assignee shall execute and deliver to Lessor a written agreement pursuant to which the Assignee assumes due performance of this Lease to be done and performed for the balance then remaining in the Term; and

Lessor agrees that in the case of an Assignment made pursuant to subsections (b) through (c) of this Section 13.6., the original Lessee (if it shall no longer be the Lessee hereunder) shall be relieved of any obligations under this Lease first arising or accruing after the date of such Assignment.

13.7. Effect of Default.

So long as this Lease has not been terminated, Lessee's rights under this Article 13 shall not be affected by the occurrences and continuation of an Event of Default so long as the same shall have been cured at the time of such assignment.

14. RIGHT TO CONTEST

14.1. Permitted Contests.

Lessee, at its sole cost and expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence (individually, a "Permitted Contest", any two or more, collectively, "Permitted Contests") the amount, validity or application, in whole or in part, of any Taxes or Charges referred to in Section 4.1 and Section 4.2. hereof, any Regulation referred to in Section 7.1. hereof or any Lien referred to in Section 7.4 hereof; provided, however, that (a) Lessee shall give Lessor prior written notice of each such contest, (b) Lessee shall first make all contested payments (under protest if it desires) unless such proceeding shall suspend the collection thereof from Lessor and from Rent under this Lease or from the Premises, (c) no part of the Premises or any interest therein or the Rent under this Lease shall be subjected thereby to sale, forfeiture, foreclosure or interference, (d) Lessor shall not be exposed thereby to any civil or criminal liability for failure to comply with any Regulation and the Premises shall not be subject to the imposition of any Lien as a result of such failure, and (e) Lessee shall have furnished any security required in such proceeding or under this Lease or reasonably requested by Lessor to ensure payment of any Taxes, Charges, Lien or compliance with any Regulation. Lessee agrees that it shall pay, and save Lessor harmless from and against, any and all losses, judgments, decrees and costs (including all attorneys' fees and

expenses) in connection with any Permitted Contest and that, promptly after the final determination of every Permitted Contest, Lessee shall fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties, fines, interest, costs and expenses resulting therefrom and shall promptly comply with any Regulation under which compliance is required therein.

15. DEFAULT

15.1. Events of Default.

The occurrence of any of the following acts, events or conditions, shall constitute an "Event of Default" under this Lease:

(a) The Rent, Additional Rent or any other sum of money payable under this Lease is not paid when due and such failure shall continue for ten (10) days after written notice of such failure of payment; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the Term, and an Event of Default shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to make a timely payment as aforesaid within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall protect against infrequent unforeseen clerical errors beyond the control of Lessee, and shall not protect against Lessee's lack of diligence or planning in connection with its obligations to make timely payment of Rent, Additional Rent and other amounts due hereunder;

(b) Any attempt by Lessee to make any sale, assignment, mortgage, pledge, hypothecation or other transfer of this Lease or any interest of Lessee hereunder or in the Premises or to sublet the Premises without full compliance with any and all requirements therefor set forth in Article 13 of this Lease.

(c) The failure or refusal of Lessee, at any time during the Term, to fulfill or perform any other covenant, agreement or obligation of Lessee hereunder if such failure or refusal shall continue without correction for a period of thirty consecutive calendar days from and after written notice thereof to the Lessee, provided that if such covenant, agreement or obligation shall be of such nature that it can be fulfilled or performed and if Lessee in good faith commences to fulfill or perform same within said thirty-day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty-day period exercising due diligence, an Event of Default shall not be deemed to

have occurred if Lessee is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion;

(d) The initiation of any proceeding whereupon the estate or interest of Lessee in the Premises, or any portion thereof, or in this Lease is levied upon or attached if such proceeding is not vacated, discharged or bonded within thirty days after the date of such levy or attachment;

(e) The entry of any decree or order for relief by a court having jurisdiction in the premises in respect of Lessee in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessee or for any substantial part of the assets of Lessee, or the entry of any decree or order with respect to winding-up or liquidation of the affairs of Lessee, if any such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(f) The commencement by Lessee of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Lessee to the appointment of or possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Lessee or for any substantial part of the assets of Lessee, or any assignment made by Lessee for the benefit of creditors.

15.2. Remedies.

Upon the occurrence of an Event of Default, Lessor shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(a) Lessor, with or without terminating this Lease, may reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Lessee shall fully reimburse and compensate Lessor on demand for all costs and expenses incurred by Lessor in such performance, correction or repair, including, without limitation, accrued interest as provided in the next sentence. All sums so expended to cure Lessee's default shall accrue Interest from the date of demand until date of payment at the rate specified in Section 3.3. hereof.

(b) Lessor, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Lessee vacate the Premises and thereupon Lessee shall vacate the Premises and remove therefrom all moveable property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Lessee within one

day of receipt by Lessee of such notice from Lessor, whereupon Lessor shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Lessor shall not of itself constitute an acceptance by Lessor of a surrender of this Lease or of the Premises by Lessee and shall not of itself constitute a termination of this Lease by Lessor.

(c) Lessor, with or without terminating this Lease, may immediately or at any time thereafter reenter the Premises and remove therefrom Lessee and all moveable property belonging to or placed on the Premises by, at the direction of, or with consent of Lessee. Any such reentry and removal by Lessor shall not of itself constitute an acceptance by Lessor of a surrender of this Lease or of the Premises by Lessee and shall not of itself constitute a termination of this Lease by Lessor.

(d) Lessor, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term), at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, and Lessor may make any repairs to the Premises which are reasonably necessary or proper to facilitate such reletting; and Lessee shall pay all costs of such reletting including but not limited to the reasonable cost (considering the rent and term of any such reletting) of any such repairs made to the Premises, reasonable attorneys' fees, reasonable brokerage commissions and lease assumptions; and if this Lease shall not have been terminated, Lessee shall continue to pay all Rent, Additional Rent and all other charges due under this Lease up to and including, without limitation, the date of beginning of payment of rent by any subsequent Lessee of part or all of the Premises, and thereafter Lessee shall pay monthly during the remainder of the Term the difference, if any, between the rent and other charges collected from any such subsequent Lessee or Lessees and the Rent, Additional Rent and other charges reserved in this Lease, but Lessee shall not be entitled to receive any excess of any such rents collected over the Rent and Additional Rent reserved herein.

(e) Lessor may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Lessee of written notice of such termination. Upon such termination, Lessor shall recover from Lessee all damages Lessor may suffer by reason of such termination, all arrearages in Rent, costs, charges, Additional Rent, and reimbursements, the reasonable cost (including, without limitation, court costs and attorneys' fees) of recovering possession of the Premises, the reasonable cost of any repair to the Premises which is necessary or proper to prepare the same for reletting under then-current market conditions and, in addition thereto, Lessor may declare immediately due and payable and collect from Lessee, and Lessee agrees to pay, the difference between (i) the entire amount of Rent, Additional Rent and other charges and assessments which would become due and payable during the remainder of the Term, discounted to present value by using an annual discount factor equal to 500 basis points above the then-current rate of U.S. Treasuries with maturities equal to the remainder of the Term prior to said termination, and (ii) the fair rental value of the

Demised Premises for the remainder of the Term discounted to present value by using the same discount factor. In determining the Rent which would be payable by Lessee during the remainder of the Term, Lessor and Lessee agree that Percentage Rent for the remainder of the Term shall be calculated based on the average Percentage Rent from the Commencement Date to the time of default, or during the three (3) calendar years prior to the default, whichever period is shorter. Upon the acceleration of such amounts, Lessee agrees to pay the same at once, together with all Rent, Additional Rent and other charges and assessments theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Lessee's failure to comply with the terms and provisions of this Lease (Lessor and Lessee agreeing that Lessor's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof).

15.3. Reentry by Lessor.

No reentry or taking possession of the Premises by Lessor or any other action taken by or on behalf of Lessor shall be construed to be an acceptance of a surrender of this Lease or an election by Lessor to terminate this Lease.

15.4. General.

No course of dealing between Lessor and Lessee or any failure or delay on the part of Lessor in exercising any rights of Lessor under Section 15.2. hereof or under any other provisions of this Lease shall operate as a waiver of any rights of Lessor hereunder, at law or in equity or under any other provisions of this Lease, nor shall any waiver of an Event of Default or on one occasion operate as a waiver of any subsequent Event of Default or of any other Event of Default. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. The exercise by Lessor of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Lessor of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Lessor, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity; provided, however, that exercise of the remedy provided in paragraph (e) of 15.2. hereof shall result in the termination of this Lease and shall therefore preclude the exercise of any other remedies herein..

16. CONDEMNATION

16.1. Definition.

If there is any taking of or damage to all or any part of the Premises, or any interest in either, because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings or otherwise, or any transfer of any part thereof, or any interest therein, made in avoidance thereof (all of the foregoing being hereinafter referred to as a "Taking") before or during the Term hereof, the rights and obligations of the parties with respect to such Taking shall be as provided in this Article 16.

16.2. Taking of the Premises.

If there is a Taking of (a) all or substantially all of the Premises, then this Lease shall terminate or (b) a sufficient portion of the Premises that Lessee reasonably concludes that the Premises, as reduced or affected by such Taking, is not suitable for the operation of a restaurant within the Premises, then Lessee shall have the right to terminate this Lease. In addition, in the event a partial Taking affecting the restaurant building occurs within the last three years of the Term, and if the cost of restoration is reasonably deemed by Lessee to be material taking into account the remaining Term, Lessee shall have the right, at its election and in lieu of fulfilling its obligations under Section 16.5. hereof, to terminate this Lease. Any such termination shall not benefit such condemning authority and shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the condemning authority as provided herein. In the event Lessee desires to terminate this Lease as a result of a Taking pursuant to its rights under this Section 16.2., Lessee must provide written notice to Lessor of such termination within thirty (30) days following the final, nonappealable determination of such Taking.

16.3. Intentionally Omitted.

16.4. Effective Termination Date.

If this Lease is terminated in accordance with the provisions of Section 16.2., such termination shall become effective as of the date on which Lessee substantially vacates the Premises, or the date physical possession of the condemned portion is taken, whichever shall occur last.

16.5. Repair and Restoration of the Premises.

If this Lease is not terminated in accordance with the provisions of Section 16.2., then Lessee shall promptly construct, repair and/or restore, where possible, the Improvements with respect to the portion of the Premises and Improvements thereon not so taken as an integral unit of substantially the same quality or value (but without material diminution) as existed prior to such Taking, (but Lessee's responsibility hereunder shall be limited to the extent that the proceeds of any award received on account of such Taking shall be sufficient for such purpose; provided, however, Lessee's obligation to

construct, repair and/or restore is specifically conditioned upon Lessor's making arrangements reasonably satisfactory to Lessee to assure Lessee of reimbursement by Lessor as provided in Section 16.7. below). Lessee shall be entitled to an abatement of Rent or Additional Rent during any such period of construction, repair and/or restoration. Upon the date of completion of such construction, repair and/or restoration, and not before, Minimum Rent shall be reduced in proportion to the ratio of the square footage of the restaurant building existing after such Taking compared to the square footage of the restaurant building that exists prior to such Taking.

16.6. Awards When Lease is Terminated.

If this Lease is terminated in accordance with Section 16.2., each of Lessor and Lessee shall have and retain its right to recover against the condemning authority for the Taking of its interest in the Premises by such condemning authority, such right to be independent of the right of the other party hereto to recover for the Taking of its interest therein. In such event all claims which each of the parties hereto would otherwise have had against the other party to require performance under this Lease or to receive damages for breach of performance hereunder, had such Taking not occurred, shall be against the condemning authority instead of against the other party hereto. Neither Lessor nor Lessee shall be prohibited from introducing into any condemnation proceeding or proceedings with respect to the Premises such appraisals or other estimates of value, loss and/or damage as each may in its discretion determine. If a court is prohibited by law from making separate awards to Lessor and Lessee or declines to do so, the award shall be divided between Lessor and Lessee so that each party shall receive that portion of the award which bears the same proportion to the total award as the loss and/or damage to its interest in the Premises incurred by such party as a result of such Taking bears to the total loss and/or damage incurred as a result of such Taking. The loss or damage to Lessor's interest shall take into account any loss or damage to: the value of the land; the value of Lessor's interest in this Lease, including the right to receive payment of all sums required to be paid by Lessee to Lessor hereunder for the remainder of the Term; any unamortized value of Lessor's contribution to the Improvements; and the value of Lessor's residual right to the Improvements upon termination of this Lease. The loss and damage to Lessee's interest shall include any loss or damage to: the value of Lessee leasehold estate hereunder, including the right to use and occupy the Premises for the remainder of the Term subject to the obligation of Lessee to pay Rent and Additional Rent hereunder; and the unamortized value of Lessee's contribution to the cost of the Improvements. If a court is prohibited from considering the unamortized value of Lessee's contribution to the cost of the Improvements in determining the loss and damage to Lessee's interest and such value is considered in determining the loss and damage to Lessor's interest, then Lessor shall pay to Lessee from Lessor's award the unamortized value of Lessee's contribution to the Improvements. If a court is prohibited by law from making separate awards to Lessor and Lessee or declines to do so, and if Lessor and Lessee cannot agree on the allocation of the award, and if such inability to agree continues for thirty days after the amount of

the award is determined, Lessor and Lessee agree that the determination of such allocation shall be made in accordance with the following procedure. Lessor and Lessee shall each promptly appoint one appraiser. Those two appraisers shall promptly appoint a third appraiser. Each appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least ten years experience in appraisal of real estate for commercial use in metropolitan Boca Raton. If such appraisers fail to appoint such third appraiser within thirty days after notice of their appointment, then either Lessor or Lessee, upon notice to the other, may request the appointment of a third appraiser by the then president of the Boca Raton Board of Realtors, or any then similar existing body. The three appraisers so appointed shall jointly make the required allocation of the award, based on their determinations of the loss and/or damage incurred by Lessor and Lessee, and if they cannot agree, the determination of the third appraiser will be accepted by Lessor and Lessee. If, after notice by either Lessor or Lessee of the appointment of an appraiser by the party giving such notice, the other party to whom such notice is given shall fail, within a period of ten days after such notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice shall have the power to proceed as sole appraiser to make the determination and allocation hereunder. Lessor shall pay the fees and expenses of the person appointed by Lessor as an appraiser hereunder, Lessee shall pay the fees and expenses of the person appointed by Lessee as an appraiser hereunder, and Lessor and Lessee shall each pay one-half of the fees and expenses of the third appraiser appointed pursuant to the provisions of this Section 16.6.

16.7. Awards When Lease is Not Terminated.

If this Lease is not terminated in accordance with the provisions of this Article 16., the entire award of compensation for such Taking shall belong to and be the property of Lessor; provided, however, that Lessee shall be entitled to recover from the condemning authority such compensation as may be separately awarded by the condemning authority to Lessee or recoverable from the condemning authority by Lessee in its own right for the loss of value to Lessee's business (exclusive of the value of the Premises), and for the Taking of trade fixtures and equipment owned by Lessee (meaning, in the case of equipment, personal property, whether or not attached to real property, which may be removed without injury to the Premises), and for the expense of removing and relocating them and for other consequential damages. Lessor hereby covenants and agrees that from any such award, it shall pay to Lessee so much of the award as is necessary to reimburse Lessee for the reasonable costs and expenses Lessee incurs in constructing, repairing and/or restoring the Improvements as required pursuant to Section 16.5. hereof, before making any other payment or use of such award (including, but not limited to making any portion of such award available to any mortgagee), which payments from such award shall be made by Lessor to Lessee within thirty (30) days after Lessee submits invoices for such construction, repair or restoration and otherwise

pursuant to reasonable and customary construction draw procedures then utilized by institutional construction lenders.

17. BROKERAGE PROVISIONS

17.1. Broker.

Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease, its procurement or in the procurement of Lessor or Lessee. No other person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. The terms of this Section 17.1. shall survive any termination of this Lease.

18. Intentionally Deleted.

19. MISCELLANEOUS

19.1 Utility Easements.

Lessee shall be entitled and is hereby authorized to grant easements with respect to the Premises for general utility purposes, ingress and egress, and water and sewage purposes, to and as may be reasonably required by any public or private utility company or other authority in order to provide service to the Premises, all of which shall be subject to termination as of the date the Term terminates or expires. Notwithstanding the foregoing, Lessee shall not have the authority to grant any easement which would adversely affect Lessor's title to the Premises, the reversionary interest therein or Lessor's interest under this Lease. Lessor shall have the right and easement, benefiting its other adjacent property, to tap into any and all such utility service lines for the purpose of serving such other property, provided that Lessor agrees to tap into service lines in a location that will minimize disruption or damage to the Premises and Lessor agrees to promptly restore the Premises including any of the Improvements disturbed thereby to their condition prior to such disturbance.

19.2 No Waiver.

Failure of either party to insist upon the strict performance by the other of any term, condition or covenant on the other's part to be performed pursuant to the terms of this Lease or to exercise any option, right, power, or remedy contained in this Lease shall not be or be deemed to be a waiver of such performance or relinquishment of such right now or at any time subsequent hereto. The receipt by Lessor of any Rent or Additional Rent required to be paid by Lessee hereunder with knowledge of any Event of Default by Lessee shall not be or be deemed to be a waiver of such Event of Default. No waiver by either party of any provision of this Lease shall be or be deemed to have been made unless expressed in writing and signed by such party.

19.3 Waiver of Redemption.

Lessee hereby waives and surrenders any right or privilege under any present or future constitution, statute or law to redeem the Premises or to continue this Lease after the termination of this Lease for any reason, and the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt or for distress for rent.

19.4 Estoppel Certificates.

Upon written request of Lessor, Lessee shall from time to time execute, acknowledge and deliver to Lessor and to any mortgagee of or prospective purchaser from Lessor, a written certificate certifying (a) that this Lease is unmodified and in full force and effect (if true) (or if there have been modifications, that the Lease is in full force and effect as modified (if true), and stating the modifications), (b) the dates to which Rent and Additional Rent payable by Lessee hereunder have been paid, and (c) that no notice has been received by Lessee of any Event of Default by Lessee hereunder which has not been cured, except as to any Event of Default specified in said certificate.

Upon written request of Lessee, Lessor shall from time to time execute, acknowledge and deliver to Lessee a written certificate certifying (a) that this Lease is unmodified and in full force and effect (if true) (or if there have been modifications, that this Lease is in full force and effect as modified (if true), and stating the modifications), (b) the dates to which Rent and Additional Rent payable by Lessee hereunder have been paid, and (c) whether or not, to the knowledge of Lessor, an Event of Default by Lessee has occurred under this Lease which has not been cured (and if so, specifying the same).

19.5 No Merger of Title.

No merger of the leasehold estate created by this Lease with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease or any interest therein and the fee estate in the

Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease or the fee estate in the Premises shall join in a written instrument effecting such merger and shall duly record the same.

19.6 Quiet Enjoyment.

Lessor represents and warrants to Lessee that Lessor has the right to lease the Premises to Lessee and to authorize the Lessee, its employees, customers, licensees and invitees to use the Premises, as provided in this Lease, and that Lessor is the owner in fee simple of the Premises free and clear of all liens, encumbrances, restrictions and other matters except as set forth on Exhibit "B" attached hereto and made a part hereof. Lessor agrees to defend Lessee's leasehold interest in the Premises as defined in this Lease and its right (including the right of Lessee, its employees, patrons, licensees and invitees) to use the Premises, against the claims of all parties and to reimburse and to hold Lessee harmless from any loss by reason of any defect entitled to the Premises. Except during the continuance of an Event of Default, Lessor shall secure to Lessee during the Term, including any extensions or renewals thereof, the quiet, peaceful and uninterrupted possession of the Premises and all rights and privileges appertaining thereto.

19.7 Transfer by Lessor.

In the event Lessor shall transfer or assign or otherwise dispose of its interest in the Premises, Lessor shall, thereupon be released and discharged from any and all liabilities and obligations under this Lease (except those accruing prior to such transfer, assignment or other disposition) and such liabilities and obligations thereafter accruing shall be binding upon the assignee of Lessor's interest under this Lease.

19.8 Mortgaging the Fee. [Hillstone assumes there is no mortgage on the Property in which case this Section may be deleted.]

Lessor agrees to use its best efforts to obtain, within thirty days after the effective date of this Lease, from the holder of each ground lease, mortgage, deed of trust or other lien described on Exhibit "B" attached hereto and made a part hereof a Non-Disturbance Agreement in favor of Lessee in substantially the form attached hereto as Exhibit "E" and made a part hereof. Lessor agrees that Lessee's obligations under this Lease are subject to and conditioned upon the execution of such Non-Disturbance Agreement by each holder of the mortgages, deeds of trust and other liens described on Exhibit "B" attached hereto. Lessee may cancel this Lease within 60 days after the date hereof if Lessor does not obtain such Non-Disturbance Agreements within such thirty-day period. Lessee agrees that this Lease shall be subordinate to any mortgage, deed of trust, or other lien hereinafter placed upon the Premises or the Project as a whole by Lessor provided that the holder of such subsequent mortgage, deed of trust or other lien enters into a Non-Disturbance Agreement with Lessee in substantially the form attached hereto as Exhibit

"E". Subject to the foregoing, Lessee shall, at the request of Lessor, execute leases, instruments or other documents that may be reasonably required to render Lessee's interest hereunder subordinate to the lien of any such mortgage or deed of trust.

Lessor represents and warrants to Lessee that Lessor owns fee simple title to the Site subject to the encumbrances set forth on Exhibit "B" attached hereto and that the Site is free and clear as of the date of this Lease of any ground or underlying leases, mortgages, deeds to secure debt, deeds of trust or other similar financing instruments. Any provision, term or condition of this Lease which is or which may appear to be to the contrary notwithstanding, Lessor shall, at all times and from time to time after the date of this Lease, have the express right, power and privilege of pledging, conveying, assigning or mortgaging Lessor's fee simple title in and to the Premises and/or Lessor's reversionary right to the Premises, for the purpose of obtaining financing, credit, or as security for any financing or extension of credit, provided only that the person or entity accepting such pledge, conveyance, assignment or mortgage as security shall take subject to the rights of Lessee under this Lease, and Lessee, in the event of any foreclosure or deed in lieu of foreclosure or other final conveyance and transfer of Lessor's interest as aforesaid, shall recognize and attorn to the grantee thereof as "Lessor" under this Lease. Likewise, and to similar effect, Lessor, at all times and from time to time after the date of this Lease, shall have the express right, power and privilege of assigning Lessor's interest in this Lease or in the Rent and Additional Rent to be paid hereunder.

19.9 Intentionally Deleted.

19.10 Intentionally Deleted.

19.11 Publicity involving Lessee's Name.

Lessor covenants and agrees that it will not, without Lessee's prior written consent, use Lessee's corporate name or the name "Houston's", "Houston's Restaurant", or any other name then used by Lessee for the restaurant it operates in the Premises in any advertisement, pamphlet, brochure, press release, or other medium.

19.12 Separability.

Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligation to perform each and every covenant and agreement to be performed by Lessee under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, by a court of last resort having jurisdiction in the

Premises, the validity of the remainder of this Lease shall not be affected, this Lease shall not terminate, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties.

19.13 Notices, Demands and Other Instruments.

All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered, sent, postage prepaid, by first class registered or certified United States mail, return receipt requested or by prepaid overnight courier, addressed to each party hereto at the following address:

Lessor:
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Copy to:

Attention: _____

Lessee:
Hillstone Restaurant Group, Inc.
2710 East Camelback Road, Suite 200
Phoenix, Arizona 85016
Attn.: Mr. W. Glenn Viers
Telephone: (602) 553-2111

Copy to:

Alston & Bird
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309-3424
Attention: Richard T. Fulton

or at such other address in the United States as Lessor or Lessee may from time to time designate by like notice. Additionally, Lessee agrees to send copies of all notices required or permitted to be given to Lessor to each lessor under any underlying lease and each holder of a mortgage, deed to secure debt, deed of trust or similar financing instrument encumbering Lessor's interest in the Premises that notifies Lessee in writing of its interest and the address to which notices are to be sent. Any such notice, demand,

request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

19.14 Successors and Assigns.

Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, heirs, successors and permitted assigns of Lessor and Lessee. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors, heirs and permitted assigns of said party the same as if in each case expressed. The term "person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

19.15 Headings.

The headings to the various Articles and Sections of this Lease have been inserted for purposes of reference only and shall not limit or define or otherwise affect the express terms and provisions of this Lease.

19.16 Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

19.17 Applicable Law and Neutral Interpretation.

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. The parties acknowledge that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

19.18 Entire Agreement; Amendments.

This Lease sets forth the entire understanding and agreement of Lessor and Lessee with respect to the Premises; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are

superseded by and merged into this Lease. No modification or amendment of this Lease shall be binding upon Lessor and Lessee, or either, unless in writing and fully executed.

19.19 All Genders and Numbers Included.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Lease, it shall equally apply to, extend to, and include the other.

19.20 Force Majeure.

Whenever a period of time is prescribed in this Lease for action (other than the payment of money) to be taken by Lessor or Lessee, then Lessor or Lessee, as the case may be, shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever that are beyond the reasonable control of Lessor or Lessee, as the case may be. Except as provided in this Section _____, time is declared to be of the essence of this Lease.

19.21 Memorandum of Lease.

Lessor and Lessee hereby agree that this Lease shall not be recorded in the public records of Palm Beach County, Florida. Lessor and Lessee shall, contemporaneously with the execution of this Lease, execute a Memorandum of Lease, in recordable form satisfactory to Lessor and Lessee, wherein a legal description of the Premises, the Term and certain other terms and provisions hereof, excepting, however, the provisions hereof relating to the amount of Rent payable hereunder, shall be set forth. The Memorandum of Lease shall be filed for record with the Official Records of Palm Beach County, Florida upon the expiration of the period described in Section 6.1. hereof provided Lessee has not terminated this Lease. Any and all recording costs and taxes, if any, required in connection with the recording of the Memorandum of Lease shall be at the sole cost and expense of Lessee.

19.22 Approval and Inspection Rights.

Lessee expressly acknowledges and agrees that Lessor has the right, but not the duty, at all times and from time to time, to enter upon the Premises and any portion thereof to determine to Lessor's satisfaction whether the terms, covenants and conditions of this Lease, including Lessee's performance obligations, are being kept and observed. Lessee acknowledges that Lessor's approval or disapproval, based upon examination of the Premises or upon information and materials required to be submitted by Lessee to Lessor, may be required from time to time during the Term and that Lessee is not free under the terms of this Lease to proceed with some activities and undertakings until such approval or disapproval of Lessor is made known to Lessee. Lessee agrees that other than

as provided herein to the contrary, any failure of Lessor to approve or disapprove of anything or undertaking where Lessor's approval or disapproval is required shall not be a waiver or abatement of Lessor's right to give or withhold such approval as to the specific thing or undertaking involved, nor as to any future or other instance where Lessor has such right. Lessee agrees that any failure of Lessor to exercise any right of inspection shall not be or be deemed to be a waiver of the right of inspection, which is and shall be continuing, nor shall Lessor ever be accountable or liable to Lessee or to any other person for exercising or not exercising its right of inspection. In no event shall any approval by Lessor of the Plans in accordance with this Lease constitute, or be construed as constituting, (i) any warranty or certification by Lessor of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of said Plans, or (ii) any waiver, release, or discharge by Lessor of Lessee with respect to any liability Lessee may have to Lessor at law, in equity or otherwise, or (iii) any release or waiver by Lessor of the obligation of Lessee to cause the Plans to comply with all zoning, building, fire, health and sanitary codes and regulations and any other codes or regulations relative to the construction of the Improvements.

19.23 Holding Over, No Extension, Month-to-Month Tenancy and Double Rent.

In the event Lessee shall hold the Premises after the expiration of the Term, without the express written consent of the Lessor, such holding shall be deemed to have created a tenancy from month to month which shall be terminable upon thirty (30) days' written notice by either party to the other, and which shall be on a monthly rental basis and otherwise subject to all terms and provisions of this Lease, except as contemplated to the contrary in this Section 19.23. Such monthly rental shall be one twelfth (1/12) of the amount equal to the product of the total rental payable by Lessee to Lessor during the last twelve (12) month period of the Term, including but not limited to, Rent, Additional Rent and all other additional charges provided by this Lease, multiplied by two.

If the Lessee fails to surrender the Premises upon the termination of this Lease, then Lessee shall, in addition to any other liabilities to Lessor accruing therefrom, indemnify and hold Lessor harmless from any loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding Lessee founded on such failure.

19.24 Corporate Authority.

Lessee and Lessor shall each provide contemporaneously with the execution of this Lease evidence of its authority to enter into this Lease, including, but not limited to, copies of its bylaws and Certificate of Incorporation together with corporate resolutions duly passed by the board of directors of Lessee and the corporate managing partner of Lessor authorizing the execution hereof and the performance of all of the terms herein provided to be performed. In addition, Lessee shall provide Lessor copies of certificates

of corporate authority and existence from the State of Florida evidencing Lessee's right to do business in Florida.

19.25 Relationship of the Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or any third party, as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

19.26 Arbitration.

Disputes under this Lease may be the party desiring arbitration shall give notice to that effect to the other party and shall in such notice appoint a person as arbitrator on its behalf. Within ten days after its receipt of such notice, the other party by notice to the original party shall appoint a second person as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third person, and the three arbitrators shall, as promptly as reasonably possible determine the matter in dispute, provided, however, that: (i) if the second arbitrator shall not have been appointed within the ten day period, as aforesaid, the first arbitrator shall proceed to determine the matter in dispute and shall render his or her decision and award in writing within thirty days after the expiration of said ten day period; and (ii) if the two arbitrators appointed by the parties shall be unable to agree, within ten days after the appointment of the second arbitrator, upon the appointment of a third arbitrator, they shall give written notice to the parties of such failure to agree, and if the parties fail to agree upon the selection of the third arbitrator within ten days after receipt of the notice of such failure from the two appointed arbitrators, then within ten days thereafter either of the parties, upon notice to the other party, may request such appointment by the American Arbitration Association (or any successor organization) or in its absence, refusal, failure or inability to act, may apply to the Chief Judge of the Superior Court for a Court appointment of such arbitrator. Each arbitrator shall be a qualified and impartial person who shall have had at least five (5) years experience in a professional capacity in metropolitan Boca Raton in a calling directly connected with the matter in dispute. The arbitration shall be conducted, to the extent consistent with this Section, in accordance with the then prevailing rules of the American Arbitration Association (or any successor organization). The arbitrators, if more than one, shall render their decision and award in writing, upon the concurrence of at least two of their number, within thirty days after the appointment of the third arbitrator. Such decision and award (or the decision and award of the single arbitrator as provided above) shall be final, conclusive and binding on the parties, and counterpart copies thereof shall be delivered to each of the parties. In rendering such decision and award, the arbitrator(s) shall not add to, subtract from or otherwise modify the provisions of this Lease but shall render a just and equitable decision in accordance with the laws of the State of Florida.

Judgment may be had on the decision and award of the arbitrator(s) so rendered in any court of competent jurisdiction.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease, have affixed their seals hereunto and have delivered same, in duplicate originals, as of the day and year first above written.

CITY OF BOCA RATON,

a political subdivision of the State of Florida

By: _____

Attest: _____

Its: _____

[CORPORATE SEAL]

Approved by City Attorney:

Print: _____

LESSEE:

HILLSTONE RESTAURANT GROUP, INC.,

a Delaware corporation

By: _____

Its: _____

Attest: _____

Its: _____

[CORPORATE SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

EXHIBIT "B"

ENCUMBRANCES TO THE SITE

Exhibit 10

Credit eValuator Plus Report

Hillstone Restaurant Group, Inc.

Report as of : October 18, 2013 **

147 S Beverly Dr
Beverly Hills, CA 90212
Phone: 310 385-7343
D-U-N-S Number: 08-351-3960



Need more in-depth information and analysis?

Upgrade to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

[>Learn more](#)

Credit Information

Payment Trend

**Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

Risk Summary



Lower Risk

Higher Risk

Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No factors available

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.



Unchanged

Payment Performance Trend

The payment performance trend for this company is Unchanged. The most recent payment information in D&B's files is:

- Payments currently: 5 days beyond terms.
- Payments 3 months ago: 6 days beyond terms.
- Industry average: 3 days beyond terms.

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

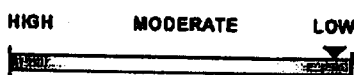
Recommendation Date: **OCT 18 2013**

D&B's Recommendations:

Conservative
Credit Limit: **\$1,000,000**

Risk category for this business: **LOW**

Aggressive Credit
Limit: **\$1,000,000**



Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See [Help](#) for details.

Company Profile

Chief Executive:
Type of business:
Years in business:
Employees total:

George W Biel, Pres
Corporation
36
4,500

Line of business:
Eating Places
Drinking Places

Legal Filings and Other Important Information

Bankruptcies: None
Judgments: 1 Open / 0 Closed
Judgments Amounts: None
Liens: 4 Open / 0 Closed
Liens Amounts: \$85,348 Open / \$0 Closed
Suits: 3 Open / 5 Closed
Suits Amounts: \$100,000 Open / \$502,071 Closed

**Negative Payment
Experiences:** 3
**Negative Payment Experience
Amount:** \$20,750
**Payments Placed for
Collection:** None

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

**Included with this Payment Trend Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

Summary

HILLSTONE RESTAURANT GROUP, INC.
147 S Beverly Dr
Beverly Hills, CA 90212

This is a headquarters location.
Branch(es) or division(s) exist.

D-U-N-S Number: 08-351-3960

Primary Industry SIC: 5812

Description: Eating place, drinking place

PAYMENT ACTIVITY:

Total Payment Experiences in D&B's File: 220

Payments Within Terms: 89%
(not dollar weighted)

Total Placed For Collection:

Average Highest Credit:	\$10,107
Largest High Credit:	\$85,000
Highest Now Owing:	\$40,000
Highest Past Due:	\$25,000

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

PAYDEX Scores - This Business**3- and 12- Month**

Shows the D&B PAYDEX scores as calculated on the most recent 3 months and 12 months of payment experiences.

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 220 payment experiences as reported to D&B by trade references. A detailed explanation of how to read and interpret PAYDEX scores can be found at the end of this report.

Jump to: [How to Read the PAYDEX Score](#)

HILLSTONE RESTAURANT GROUP, INC. DUNS 08-351-3960

3-Month D&B PAYDEX: 76

When weighted by dollar amount, payments to suppliers average 6 days beyond terms.



Based on payments collected over last 3 months.

12-Month D&B PAYDEX: 77

When weighted by dollar amount, payments to suppliers average 5 days beyond terms.

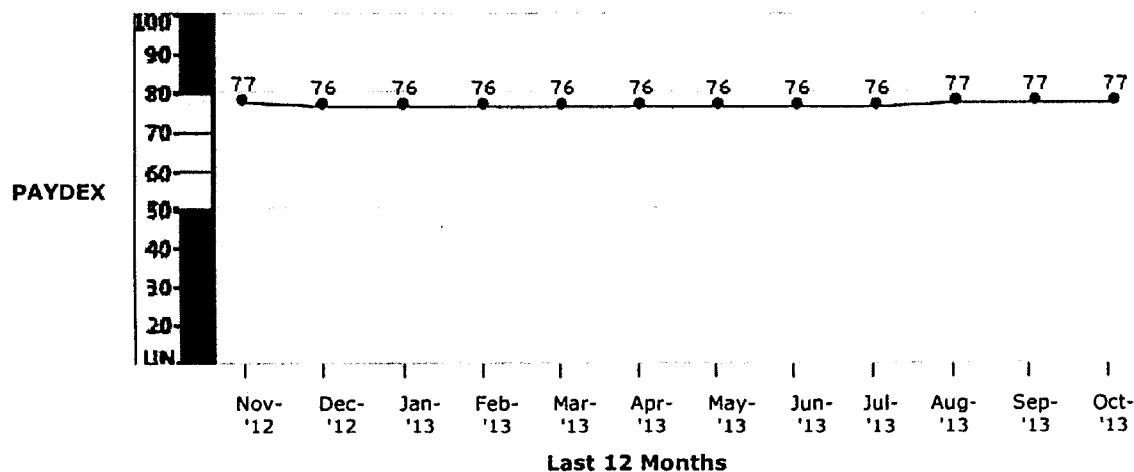


Based on payments collected over last 12 months.

PAYDEX Yearly Trend - This Business**12 Months**

Shows the trend in D&B PAYDEX scoring over the past 12 months.

HILLSTONE RESTAURANT GROUP, INC. DUNS 08-351-3960



Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 77, or equal to 5 days beyond terms
- The 12-month high is 77, or equal to 5 days beyond terms
- The 12-month low is 76, or equal to 6 days beyond terms

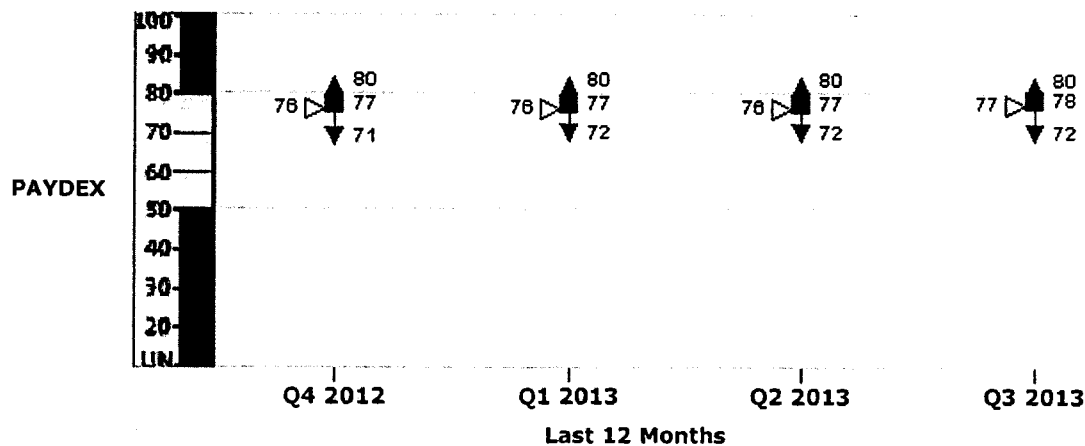
[Back to Top](#)

② PAYDEX Score Comparison - Business to Primary Industry

4 Quarters

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Eating place, drinking place, based on SIC code 5812.

HILLSTONE RESTAURANT GROUP, INC. DUNS 08-351-3960



Based on payments collected over the last 4 quarters.

Score Comparison Key:

▷ This Business

▲ Industry upper quartile

■ Industry median

▼ Industry lower quartile

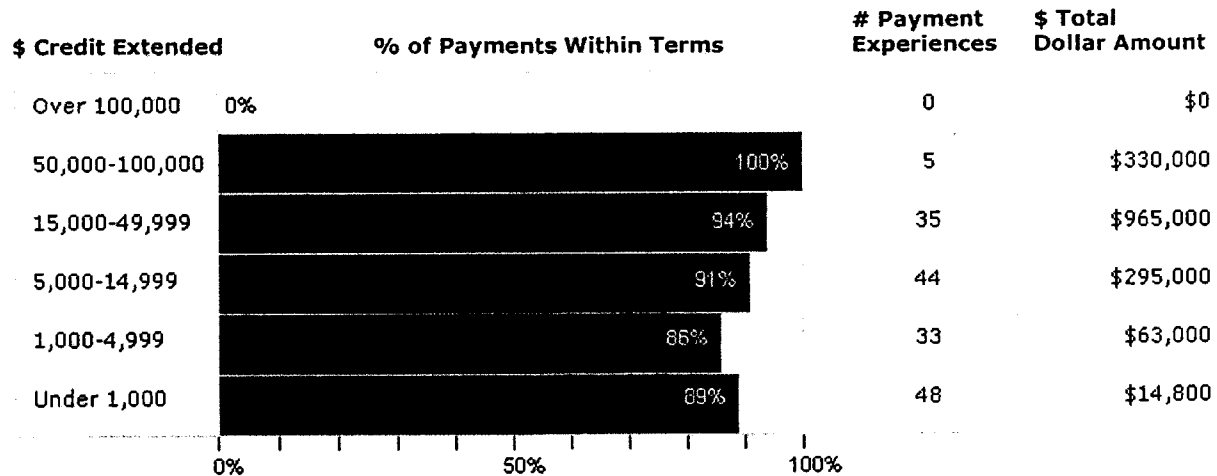
- Current **PAYDEX** for this Business is **77**, or equal to 5 days beyond terms
- The present industry **median score** is **78**, or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

[Back to Top](#)

Business Payment Habit by Amount of Credit Extended**12 Months**

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences used to calculate the percentage, and the total dollar value of the credit extended.

HILLSTONE RESTAURANT GROUP, INC. DUNS 08-351-3960



Based on payments collected over the last 12 months.

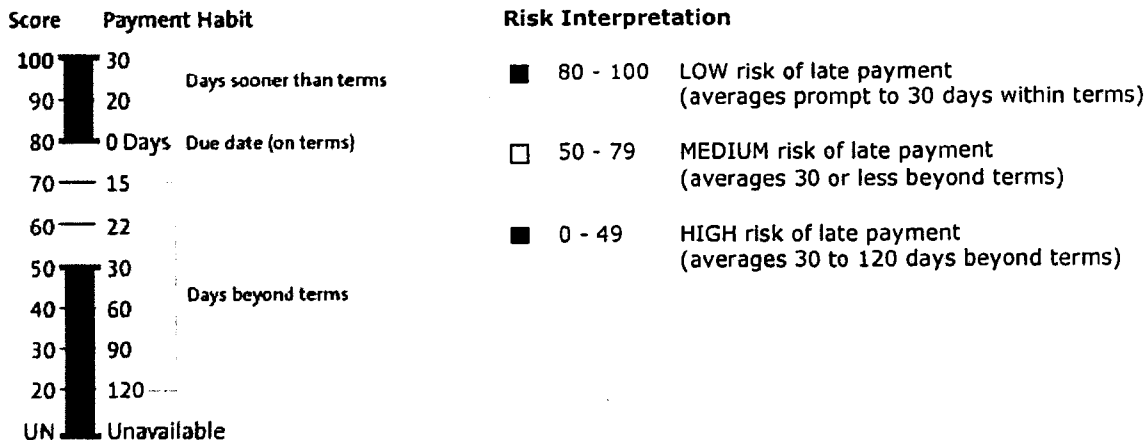
Payment experiences reflect how bills are met in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

[Back to Top](#)

② How to Read the D&B PAYDEX Score

Use this key to help you interpret the D&B PAYDEX Score and meaning.

The D&B PAYDEX is a unique, dollar weighted indicator of a business' payment performance based on the total number of payment experiences in D&B's file.



Need more in-depth information and analysis? Upgrade to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

This report is prepared and provided under contract for the exclusive use of KELLY MALLISON, HRG.
This report may not be reproduced in whole or in part by any means of reproduction.

Exhibit 11

HILLSTONE

RESTAURANT GROUP

HOUSTON'S

5318 Beltline Road
Dallas, TX 75240
(972) 960-1752
FAX (972) 960-1621

HOUSTON'S

320 South Arroyo Parkway
Pasadena, CA 91105
(626) 577-6001
FAX (626) 577-6086

HILLSTONE

2650 East Camelback Road
Phoenix, AZ 85016
(602) 957-9700
FAX (602) 956-1605

BANDERA

11700 Wilshire Boulevard
Los Angeles, CA 90025
(310) 477-3524
Kitchen (310) 479-2509
FAX (310) 479-2759

CHERRY CREEK GRILL

184 Steele Street
Denver, CO 80206
(303) 322-3524
Kitchen (720) 377-0668
FAX (303) 377-9691

HOUSTON'S

1900 NW Executive Center Cir.
Boca Raton, FL 33431
(561) 998-0550
Kitchen (561) 998-3063
FAX (561) 998-0368

HOUSTON'S

2166 Peachtree Road NW
Atlanta, GA 30309
(404) 351-2442
FAX (404) 351-2309

HILLSTONE

60 State Street
Boston, MA 02109
(617) 573-9777
FAX (617) 573-0097

BANDERA

535 North Michigan Avenue
Chicago, IL 60611
(312) 644-3524
Kitchen (312) 832-9402
FAX (312) 832-9414

EAST HAMPTON GRILL

99 N. Main St.
East Hampton, NY 11937
(631) 329-6666
FAX (631) 520-0695

HOUSTON'S

2991 Michelson Drive
Irvine, CA 92612
(949) 833-0977
FAX (949) 833-0877

HOUSTON'S

2821 East Atlantic Boulevard
Pompano Beach, FL 33062
(954) 783-9499
FAX (954) 783-9768

HILLSTONE

201 Miracle Mile
Coral Gables, FL 33134
(305) 529-0141
FAX (305) 529-1952

BANDERA

3201 E. Pacific Coast Highway
Corona del Mar, CA 92625
(949) 673-3524
Kitchen (949) 673-4259
FAX (949) 673-2586

LOS ALTOS GRILL

233 3rd Street
Los Altos, CA 94022
(650) 948-3524
Kitchen (650) 948-5209
FAX (650) 948-5661

HOUSTON'S

4640 Wornall Road
Kansas City, MO 64112
(816) 561-8542
FAX (816) 561-6423

HOUSTON'S

One Riverside Square, Space 181
Hackensack, NJ 07601
(201) 488-5667
Kitchen (201) 488-8170
FAX (201) 488-4457

HILLSTONE

303 Josephine Street
Denver, CO 80206
Phone: (303) 333-4688
Fax: (303) 223-3252

BANDERA

2232 Fair Oaks Boulevard
Sacramento, CA 95825
(916) 922-3524
Kitchen (916) 922-9194
FAX (916) 922-9196

PALM BEACH GRILL

340 Royal Poinciana Way #336
Palm Beach, FL 33480
(561) 835-1077
Kitchen (561) 835-8771
FAX (561) 835-1156

HOUSTON'S

4848 Kirby Drive
Houston, TX 77098
(713) 529-2385
FAX (713) 526-6865

HOUSTON'S

6113 North Scottsdale Road
Scottsdale, AZ 85250
(480) 922-7775
FAX (480) 922-7444

HILLSTONE

153 East 53rd Street
New York, NY 10022
(212) 888-3828
FAX (212) 888-4083

BANDERA

3821 North Scottsdale Road
Scottsdale, AZ 85251
(480) 994-3524
Kitchen (480) 970-8215
FAX (480) 970-8228

RUTHERFORD GRILL

1180 Rutherford Road
PO Box 417
Rutherford, CA 94573
(707) 963-1792
FAX (707) 963-1920

HOUSTON'S

3321 Lenox Road
Atlanta, GA 30326
(404) 237-7534
FAX (404) 237-0420

HOUSTON'S

1755 St. Charles Avenue
New Orleans, LA 70130
(504) 524-1578
FAX (504) 528-9961

HILLSTONE

378 Park Avenue South
New York, NY 10010
(212) 689-1090
FAX (212) 689-1099

SOUTH BEVERLY GRILL

122 South Beverly Drive
Beverly Hills, CA 90212
GRILL (310) 550-0242
HONOR BAR (310) 550-0292
FAX (310) 733-1758

HOUSTON'S

Unit 1161-B Roosevelt Field Mall
Garden City, NY 11530
(516) 873-1454
FAX (516) 873-1592

HOUSTON'S

5888 Westheimer
Houston, TX 77057
(713) 975-1947
FAX (713) 782-8741

HILLSTONE

8300 A Preston Road
Dallas, TX 75225
(214) 691-8991
FAX (214) 691-8452

R+D KITCHEN

555 Newport Center Drive
Newport Beach, CA 92660
(949) 219-0555
FAX (949) 219-0559

WOODMONT GRILL

7715 Woodmont Avenue
Bethesda, MD 20814
(301) 656-9755
FAX (301) 656-9754

HOUSTON'S

1550-A Rosecrans Avenue
Manhattan Beach, CA 90266
(310) 643-7211
FAX (310) 643-7478

HOUSTON'S

3539 Northside Parkway
Atlanta, GA 30327
(404) 262-7130
FAX (404) 365-3354

HILLSTONE

1800 Montgomery Street
San Francisco, CA 94111
(415) 392-9280
Kitchen (415) 392-9281
FAX (415) 392-9285

R+D KITCHEN

8300 Preston Center Plaza Drive
Dallas, TX 75225
(214) 890-7900
FAX (214) 890-7915

WHITE HOUSE TAVERN

302 East Hopkins Avenue
Aspen, CO 81611
(970) 925-1007
FAX (970) 315-0192

HOUSTON'S

5000 Poplar Avenue
Memphis, TN 38117
(901) 683-0915
FAX (901) 683-5330

HILLSTONE

202 Wilshire Boulevard
Santa Monica, CA 90401
(310) 576-7558
FAX (310) 576-7518

R+D KITCHEN

1323 Montana Ave.
Santa Monica, CA 90403
(310) 395-3314
FAX (310) 395-3302

KELLY'S FILLING STATION & WINE SHOP

6795 Washington St.
Building F
Yountville, CA 94599
(707) 944-8165
FAX (707) 676-9180

HOUSTON'S

4241 Veterans Memorial Blvd.
Metairie, LA 70006
(504) 889-2301
FAX (504) 454-0262

GULFSTREAM

10250 Santa Monica Boulevard
Suite 656
Los Angeles, CA 90067
(310) 553-3636
FAX (310) 553-3693

HILLSTONE

215 South Orlando Avenue
Winter Park, FL 32789
(407) 740-4005
FAX (407) 740-4050

R+D KITCHEN

6795 Washington St.
Building A
Yountville, CA 94599
(707) 945-0920
FAX (707) 945-0120

HOUSTON'S

17355 Biscayne Boulevard
North Miami Beach, FL 33160
(305) 947-2000
Kitchen (305) 944-3723
FAX (305) 947-0042

GULFSTREAM

850 Avocado Avenue
Newport Beach, CA 92660
(949) 718-0188
FAX (949) 718-9897

Exhibit 12

HOUSTON'S RESTAURANT, Pompano Beach FL.



Exhibit 13

HOUSTON'S RESTAURANT, North Miami Beach FL.



Exhibit 14

HILLSTONE RESTAURANT, Winter Park FL.

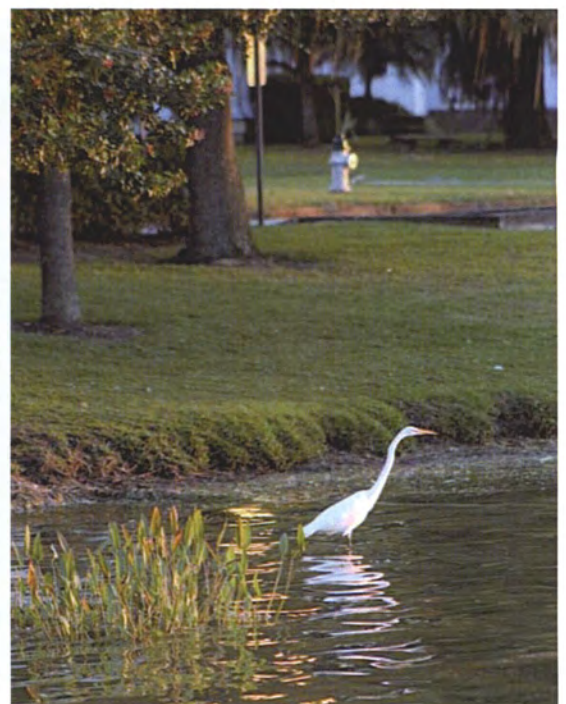


Exhibit 15

RUTHERFORD GRILL, Napa Valley CA.



Exhibit 16

R+D KITCHEN, Yountville CA.



Exhibit 17

WHITE HOUSE TAVERN, Aspen CO.



Exhibit 18

HILLSTONE/WILDFLOWER PROJECT TIMELINE

Nov. 2013 – Dec. 2015

(Assumptions: Overlap in master site plan design and preliminary entitlement reviews (i.e., pursue concurrent applications & approvals). Change of land-use/zoning from residential to commercial. Waterfront development may require DERM and U. S. Army Corp of Engineers involvement. The following are approximations and not intended as representations of the time required to complete specific tasks.)

Preliminary Matters (2.5 months)

Nov. 2013 – Jan. 2014

RFP Submissions (due November 8th 2013)

City of Boca Raton Review and Evaluation (December 9th 2013)

Lease Negotiation (4 months)

Jan. 2014 – Apr. 2014

Building and Site Design (9 months)

Apr. 2014 – Dec. 2014

Site investigation

Site/Landscape Design

Building Design

Engineering Design

Community Appearance Board – C.A.B. (3 months)

Jul. 2014 – Sept. 2014

Preliminary Review

Staff Comments & Corrections

Second Submission/Review

Secure Required Zoning, Land-Use, & Design Approvals

Permitting (2 months)

Sept. 2014 – Oct. 2014

Development Application/submissions

Zoning Permit

PWR (Public Works)

PA – Planning Advisory

FDPRL – Alcohol licensing

Florida Division of Hotels & Restaurants

Building Permits (3 months)

Nov. 2014 – Jan. 2015

Building Permit Application/Processing

Staff Comment & Corrections

Second Submission/ review

Approvals

Site & Restaurant Construction (12 months)

Jan. 2015 – Dec. 2015

Site Work/Underground Utilities & Infrastructure Installation

Building Construction

Site/Landscaping/Waterfront Improvements

Exhibit 19



PATIO PERFECT
Grab a spot on The White House Tavern's patio for great food and friendly conversation.

LET'S TALK TAVERN

Eat, meet and greet at Aspen's coolest **new hangout**.

| By Kelly J. Hayes |

| Photography by Ashley Davis Tilly |

Take a historic Aspen, carpenter-gothic building; design a contemporary interior; add an affordable, fresh-from-the-oven and -fields menu; mix in a well-priced wine list; and finish with top-shelf cocktails. What do you have? Aspen's latest restaurant sensation—The White House Tavern—that's been buzzing since it opened in May.

"We tried to stay as true to Aspen as possible," says Lisa Averill, culinary manager of the latest eatery from the Los Angeles-based Hillstone Restaurant Group. The company operates upscale concept restaurants across the country, ranging from Long Island's East Hampton Grill to the ubiquitous Houston's and Bandera, and Denver's Cherry Creek Grill. The loving renovation by locally based design firm Rowland+Broughton of the much-adored A.G. Sheppard House circa 1883, on the corner of East Hopkins and Monarch, was a huge challenge in itself, given Aspen's strict historic restoration requirements.

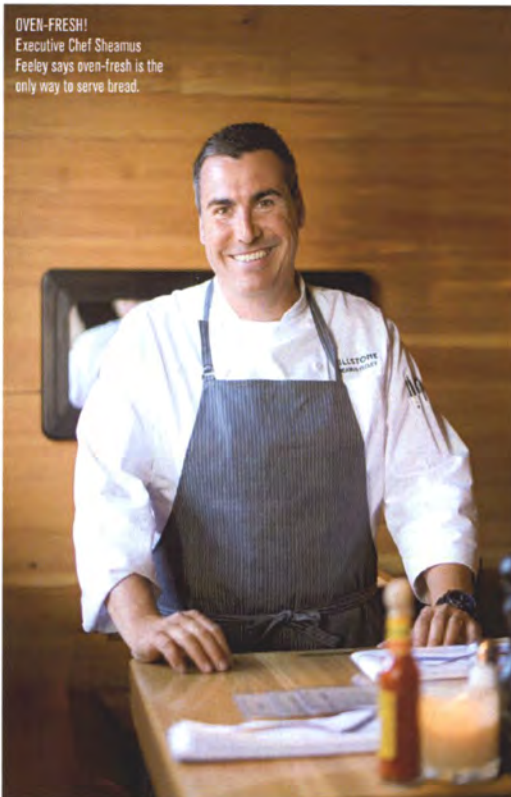
Located on what has become Aspen's restaurant row, the charming bright-white exterior provides a striking contrast with the dark, clubby interior, which is contemporary but convivial, clean but comfortable. The reclaimed hardwood floors, exposed stone and tile accents, sturdy steel trusses and dramatic Altman studio lighting make the room feel more like a living space than a restaurant. Combine that with an open kitchen in the middle of the room, where the sandwiches and salads are created, and it's like you're relaxing in an Aspen home with friends—not too pretentious, but just right.

The White House Tavern may be unlike anything Aspen has ever seen before. HRG patterned much of the concept after its hugely popular The Honor Bar in Beverly Hills, which features a similar club-like aura and many of the same affordable menu items. "We have an eclectic collection of restaurants in Los Angeles, Denver and East Hampton," says Andrew Palma, general manager of The White House **CONTINUED...**



HEAVENLY SANDWICHES
From crisp fried chicken and fresh ground burgers to just-from-the-ocean fish, The White House Tavern knows how to stuff a sandwich.

OVEN-FRESH!
Executive Chef Sheamus Feeley says oven-fresh is the only way to serve bread.



...CONTINUED Tavern. "We want to be small but approachable."

Consider that the most expensive item on the menu, a French dip sandwich, is just \$20. There are no reservations. Not for anyone. Doors open at 11:30AM and stay open all day, until 11PM. There are only 12 tables and 15 barstools in the entire place. The White House Tavern seems to have broken every rule in the book. And, yet, it's poised to become the go-to, drop by, "I'll see you there!" spot in town.

Culinary manager Averill, who cut her ski chops as a racer on Michigan's Nub's Nob—and her culinary chops in a number of HRG's kitchens—oversees a menu of just 13 dishes. Six handcrafted burgers and sandwiches, a pair of salads and a few snacks (the cheddar drop biscuits with Benton's ham may be the town's tastiest casual bite) are the only things offered. But the key is consistency, combined with the freshest of ingredients.

Sheamus Feeley, HRG's vice president and executive chef, says fresh is the key to The White House menu. "We begin baking bread at 5:30AM every day," he says, referring to the three varieties of sandwich breads (burger, French and torta) that go into the oven each morning in the glass-enclosed exhibition kitchen—a great design element that provides a sneak peek for passing pedestrians. "And then we do two more turns. If it's not fresh, we don't serve it."

Some calorie-conscious diners have

complained that there are too many sandwiches on an evening menu, but there are also standout salads, including a tasty tabbouleh and a kale salad with peanut vinaigrette. Fresh grouper is flown in daily from HRG's Santa Barbara-based fishmonger for the Gulf Coast fish sandwich, and the prime rib on the French dip sandwich is shaved to order.

Cocktails include the classics, like a Manhattan made with High West Double Rye from Park City, and a few twists. A cucumber martini, concocted with Hendrick's Gin, is a spring garden in a glass, and the Dark and Stormy is the trademarked Gosling's version. The wine list, selected by wine icon Barry Cothran from Napa's Rutherford Grill, is as well priced as any in town and features a compact but complete selection of wines by the glass. A 2011 Kistler Les Noisetiers Chardonnay is \$16 per glass and a bright, vibrant option to round out a fish sandwich. Meanwhile, Ehren Jordan's 2011 Failla, Sonoma Coast Pinot Noir is \$15 per glass and versatile enough to work with just about everything on the menu. It's also great by itself while sitting in the sun on the patio.

When one says the word tavern in Aspen, thoughts immediately turn to the funky Woody Creek and the upscale Ajax. As different as those two tried-and-true comfort spots are from each other, so too is The White House Tavern. It feels, at once, brand-new and, yet, as though it's been here all along. *The White House Tavern, 302 E. Hopkins Ave., aspenwhitehouse.com* **A**

LIQUID LOVE
Froth and ice make for a smooth summer cocktail.



A SUMMER SALAD
Kale—it's the of-the-moment green.

Exhibit 20



TRANSPLANTED

THE NON-CORPORATE RESTAURANT CORPORATION

A new era begins on North Main Street.

BY KELLY ANN SMITH • PHOTOGRAPHS BY ELLEN WATSON

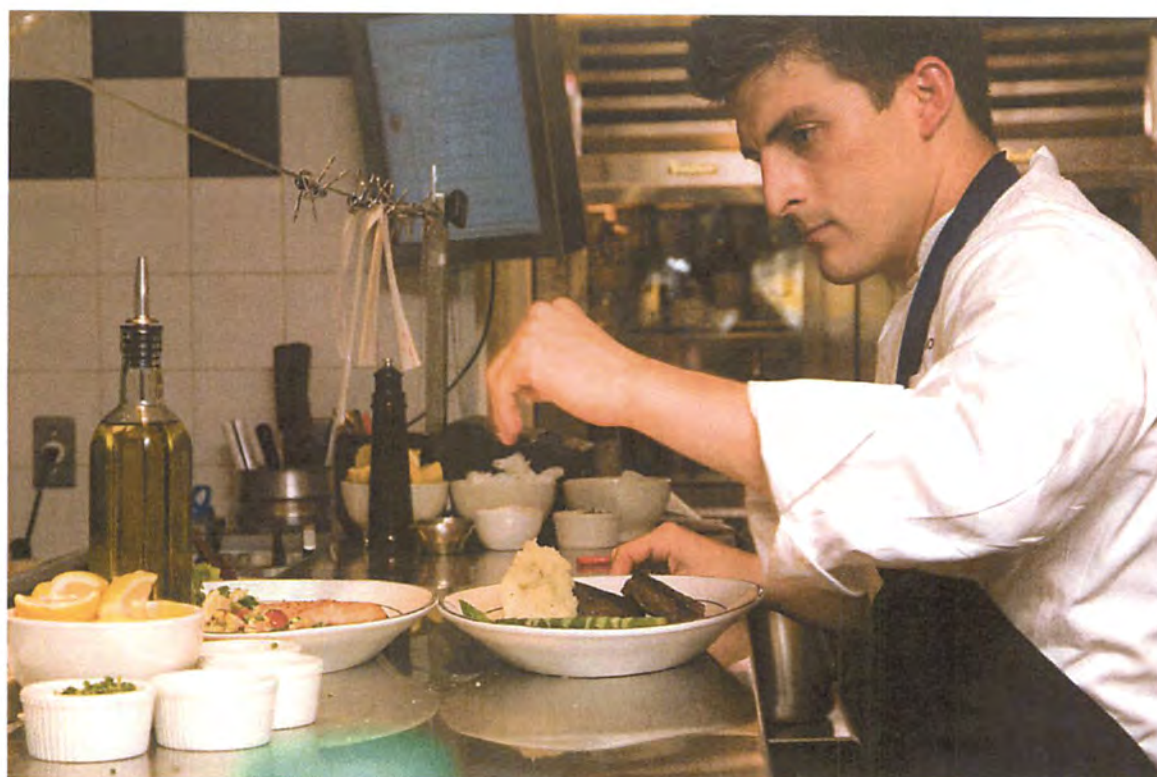
Two men stand in the entryway to the East Hampton Grill around 6:00 p.m. on a Thursday in July. The restaurant has only been open for a half hour yet the place is spilling over with people wanting to sit down for dinner.

"What is it?" one gentleman asks the other in amazement. "How do they bring in all these people? I want to know what they're doing."

Ask the Hillstone Restaurant Group, a 48-restaurant group based in Beverly Hills, California, what their formula is, and they will tell you they don't have one. "Formula," "corporation," "cookie-cutter," are all words that Hillstone tries to ignore. The

Hillstone family likes to use the word "culture" to describe the company's outrageous success and, in recent years, prefers instead words like "local," "individual" and "community."

Buzzwords or truth, the East Hampton Grill has been a hit since the day that they took over Della Femina, an 18-year staple in East Hampton, whose staff had become family to each other as well as to the community. Earlier this summer, advertising guru Jerry Della Femina and his wife, Judy Licht Della Femina, who sold their eponymous restaurant to the Hillstone Group, hosted a cocktail party to mark the end of this era.



The poolside gathering at the couple's oceanfront home raised money for the Make-A-Wish Foundation, a organization that helps gravely ill children fulfill their wishes. Caricatures of the regulars (both famous and anonymous) that hung on the walls of Della Femina were now spread around the pool awaiting a new life. Former customers were invited to purchase their caricatures, with proceeds going to Make-A-Wish. "It was a nice way to go out," said Della Femina as the party was winding down.

Asked how he felt about selling his popular restaurant, he said, "I feel great." The Della Feminas are effusive in their praise for the new restaurant, perhaps hoping to inspire success for the new owner, although clearly a following is already in place. "I know the Grill is a great restaurant, and when you spend time with the people who run it, they are really nice," he said. "In some ways it's better than ours. The menu appeals to more people."

While Della Femina chef Michael Rozzi and his predecessors won accolades among foodies, Hillstone menus are simple American fare, meant to appeal to the majority of palates.

Licht Della Femina agreed, "Great food, service and atmo-

New kids on the block: The changes at 18-year staple Della Femina include an open kitchen (opposite), a signature of the Hillstone Restaurant Group that runs the new East Hampton Grill. "We're proud of our kitchens," says chef Brian Stefano (top right). "We don't like to hide our cooks behind walls." Above, from left, Atlantic cod with bok choy and sticky rice, and iceberg wedge salad with heirloom tomatoes and warm beets.

sphere are the hallmarks of the new restaurant. The people are friendly, the straightforward menu is mouthwatering and it seems to be made up of everyone's favorite dishes. As for the Key lime pie, it's the best I've ever tasted."

New owner George Biel does not speak to the press, but he is known to have worked his way up from busboy to opening his first restaurant in Nashville, Tennessee, to owning 48 restaurants all over the country. Based out of Beverly Hills, Hillstone includes Houston's, Hillstone, R & D, Bandera, Gulf Stream and the Grills. The restaurant group has earned an estimated \$236 million "system-wide sales" in 2010.



"George Biel is first and foremost a restaurateur," says Robert Wilkinson, the executive vice president, "and is involved in every aspect of the business, particularly when it comes to food, service and design. Hillstone has a strong infrastructure of management, and George believes in letting the organization work."

Wilkinson, a New Yorker, has been with the company for 30 years and is involved in the day-to-day operations, but he says his job is to support the staff at the restaurant.

"Would you like anything to drink?" dining room manager John Kim asks me upon entering the new restaurant for the first time, hours before service begins. Kim brings over a cold glass and a small bottle of fizzy Italian water as executive chef Brian Stefano and I sit down to chat. Chefs typically don't like to sit still, and Stefano is no exception. He's working hard not to show it but clearly he is anxious to get back to his new kitchen. At 27, he is running the two-month-old restaurant like an old pro.

"To be honest, this is the only job I've ever had. I started at 15 as a dishwasher and never left," Stefano says of the restaurant business. The Culinary Institute graduate from Chadds Ford, Pennsylvania, first trained at the Santa Monica Hillstone, then moved to the Park Avenue Hillstone before opening the East Hampton establishment.

The Hillstone Group was smart to grab him. Like the rest of the staff at the East Hampton Grill, he's young, ambitious and eager to please. He's happy to point out that the East Hampton

American standards: Above, the fifth American Flag (1863–1865) adorns the walls of the East Hampton Grill, alongside nostalgic national dishes like fresh ground chuck and brisket cheeseburger loaded on a homemade bun (opposite page) and deviled eggs (next page).

location was their quickest turnaround ever.

"We added more than we took away," he explains of the new kitchen. "All bread is baked in-house. We added a whole bakery station with a proofer, a warm box where the bread can rest, a big stand mixer."

The only structural change was that a wall dividing the dining room and the kitchen was knocked out to make an open kitchen, a signature design of the Hillstone Group. "We're proud of our kitchens," says Stefano. "We don't like to hide our cooks behind walls."

The new openness of the space, with the caricatures taken down, seems to democratize the restaurant. In place of the previous cliques comes a willingness to welcome the masses.

Take chef Brian Stefano's favorite dish, the French dip, an old-school classic, for example. Shaved roast prime, cut to order, rare, piled high on a housemade French baguette, a dash of homemade horseradish and a side of natural au jus for dipping, is simple, yet it's the attention to detail that brings it to the highest level, served with crunchy, house-cut, matchstick potatoes.

The French dip is a staple dish of Hillstone Group, as is the rotisserie Amish chicken, grilled artichokes, house-smoked salmon

and Dover sole, which is served at market price (\$48) Thursday through Saturday at the East Hampton Grill.

Hillstone restaurants are known more for their meat dishes overall, but Stefano says he is most excited about working with the fresh fish Montauk offers. One recent night the chef served locally caught striped bass, grilled with spinach and shrimp risotto. While the sides may have been too heavy for the record-breaking July heat, the bass was simple and perfectly cooked on its own merit. He is rotating through several local oysters for the Oysters St. Charles appetizer: the fried mollusk, which sits in its shell on a bed of creamed spinach and artichokes with a dollop of lemon aioli on top, delivers a pleasing mix of tastes and textures.

Stefano hits the farmers market hosted just across the street at Nick & Toni's on Friday mornings to get to know some of the local sources, including "the mushroom guy and Ian from Balsam Farms." He's talking with Balsam about future lettuce production. They currently source lettuce from Satur Farms on the North Fork and are working on recipes for their tricolored cauliflower to come. The chef notes that produce is a bit late this season due to the heavy spring rains. A blight on the tomatoes hasn't helped. Local honey is served with their bread option, rosemary biscuits. "Anyone with a great product is more than welcome to come in," the chef says.

If there is a secret ingredient to their success, it's that they don't depend on just one ingredient. "I don't think you can think of it in

The executives say East Hampton Grill was created for the community, with neighborhood in mind. Time will tell to what extent the non-corporate corporation will embrace East Hampton, and to what extent East Hampton will embrace the new joint. And while the Grill's design may seem more clubby, the feel, at least for now, is a bit more touristy. It is summer after all.

terms of formula. That's probably the first step," says Wilkinson. "We don't think of ourselves or act like a large corporation, so our chefs don't need encouragement to source locally. They understand how important it is to build relationships with those businesses that are part of the community. Ultimately they know they must source the best and freshest products that represent high quality, while allowing us to provide value to our guests," Wilkinson iterates later.

Meg Farra walks into the restaurant and immediately picks





up the ringing phone. She's trained with the company three years ago as a greeter as well as server in Colorado, where she studied hospitality at the University of Denver.

All-American, blond hair, a blindingly white smile and not afraid to show a little teeth. She says Hillstone looks to hire "sincere people with a genuine eagerness to serve and please and go above and beyond."

"If you walk into an interview and are not smiling," she says, "it's not a good sign."

Maybe the locals don't smile enough because the dining room floor is devoid of familiar faces.

Executive general manager Rob Marano explains that they didn't get many responses to their advertisements for help. They were relatively late in the season, having moved into the space just weeks before Memorial Day. At that point, most restaurant workers had already found their summer positions. Marano is hopeful once the summer is over, the locals will be more available. As a result, restaurant staff, approximately 40, have come from other places and have rented year-round housing in the Springs section of East Hampton.

The average training period is a week, but that varies, too, according to the individual, and is done in-house. Training is intensive and involves tests as well as a requirement to hit "milestones." Make no mistake about it, this is a money-making franchise and

a well-oiled machine.

Farra comes close to admitting a formula: "Consistently keep standards high without letting things get stagnant. Ideas for improvement, that's the culture we want to instill. If you exude friendliness from the moment you walk in to the moment you walk out, everything else is coachable," she says.

"Expectations are very high," Farra continues. "Our restaurant exceeds guests' expectations in fine dining, yet you can come in with jeans on."

Brown carpeting replaced the terra cotta tiles in the dining room. Track lighting was added as well as a wooden center column containing bookshelves. The eclectic artwork, from Biel's private collection, includes a Chuck Close. There is no unifying theme, other than a warm masculine space and comfortable seating.


"In terms of the design, we thought about the long history of the Hamptons, the arts community and its status as a gateway for many different people," says Marano who travels from the city to help the restaurant run smoothly.

Drinks in hand, diners waiting to eat sit on couches in the entryway and outdoor tables. The bar is at full capacity. The restaurant's reservation book is booked solid every day of the week. Steven Spielberg, Ina Garten and Jerry Della Femina and his family are already regulars.

Gilles Baudin, who tended bar at Della Femina for 17 years, misses the old place. Everyone knew each other as was evident by the caricatures formerly hanging on the walls. "We were a group of people that worked together for so many years that it was effortless and well run by the management. Everyone was taking care of each other, and we loved our job and being part of Della Femina restaurant. We made it a smooth and happy place to work." Stephanie Wade who worked at Della Femina for 18 years says she was sad, too. "You know how a restaurant can create a sense of community for the staff and customers so I miss that," she says. "I hear the East Hampton Grill is very nice but it's not going to replace that."

The executives say East Hampton Grill was created for the community, with neighborhood in mind. Time will tell to what extent the non-corporate corporation will embrace East Hampton, and to what extent East Hampton will embrace the new joint. And while the Grill's design may seem more clubby, the feel, at least for now, is a bit more touristy. It is summer after all.

But after spending some time with the people that run the Grill, Della Femina's words ring true: The Hillstone Group are people pleasers who genuinely seem to want to be a part of the community.

Della Femina's personality may have been replaced by a huge corporation, but his and his wife's caricatures still hang on a wall looking into the open kitchen. His friends and family still plan to come and eat along with many others. 

Kelly Ann Smith lives and writes in Springs.

Exhibit 21

Masters of Disguise Among Meatless Burgers

The New York Times | March 22, 2011

By Jeff Gordinier



photo: Hiroko Masuike for the New York Times

Some new veggie burgers are so authentic that they've been mistaken for meat. The one at Hillstone on Park Avenue South includes beets and rice.

They were the four syllables that had the power to make both carnivores and vegetarians cringe: veggie burger.

For meat-lovers, the veggie burger was long seen as a sad stand-in that tried to copy the contours and textures of a classic beef patty while falling pathetically short of the pleasure. And for meat-refusers, the veggie burger served as a kind of penitential wafer: You ate this bland, freeze-dried nutrient disc because you had to eat it (your duty as someone who had forsaken the flesh) and because at many a restaurant or backyard barbecue, it was the only option available.

If that has been your mental framework since the days when Jerry Garcia was still with us, it might be time to take another bite. To borrow a phrase from the culture that produced it, the veggie burger seems finally to have achieved self-actualization.

Across the country, chefs and restaurateurs have been taking on the erstwhile health-food punch line with a kind of experimental brio, using it as a noble excuse to fool around with flavor and texture and hue. As a result, veggie burgers haven't merely become good. They have exploded into countless variations of good, and in doing so they've begun to look like a bellwether for the American appetite. If the growing passion for plant-based diets is here to stay, chefs — even in restaurants where you won't find the slightest trace of spirulina — are paying attention.

"I just think it's important to accommodate everybody," said Josh Capon, who opened Burger & Barrel in SoHo last fall and quietly slipped a chickpea-based veggie burger onto a menu heady with pork chops, charcuterie and carpaccio. "And I don't think somebody should feel like they're eating an inferior burger. If you're going to do a veggie burger, it should have that richness and mouth feel and overall texture. When you pick it up, it should eat like a burger."

He will get no argument from Adam Fleischman, the owner of the expanding Umami Burger chain in Los Angeles. Even though his Earth Burger includes no meat, it offers the taste buds a gooey, decadent tradeoff by dandying up a mushroom-and-edamame patty with ricotta, truffle aioli and cipollini onions.

At Cru, a largely vegan and raw-food-focused cafe in that city's Silver Lake neighborhood, the dietary and structural restrictions only seem to open up pathways of metamorphosis. Cru's South American sliders are made of sprouted lentils and cooked garbanzo beans pulsed with garlic and spices. They're deep-fried, dressed with a mojo sauce of blood orange and paprika and Peruvian aji amarillo chilies, and served on leaves of butter lettuce instead of a bread bun.

We're trying to stay away from that dry, tasteless veggie burger thing," said Cru's chef, Vincent Krimmel. "We have a lot more to play with now."

Sometimes that sense of play leads to accidental discovery. The three Westville outposts around Manhattan serve a daily array of fresh vegetables. One day about four years ago, Sammy Victoria, a Westville chef, had an impulse to combine some of that garden produce into little cakes. "It went over amazingly well," said Jay Strauss, an owner of Westville. "And Sammy said, 'Let's try this as a veggie burger — the exact same ingredients, just larger.'" Westville's deep-fried blend of corn, cauliflower, broccoli, roasted red pepper and other ingredients now sells out on a regular basis.

Gone are the days, it seems, when the veggie burger was almost a source of shame. Sure, some restaurants fixed their own, from scratch, but many others served a dry mass-produced patty — one that might well have been made of natural ingredients like mushrooms and oats and black beans and brown rice, but which nevertheless had been gathering ice crystals in the freezer for an unknown period of time.

Tal Ronnen, 36, the author of the 2009 cookbook "The Conscious Cook," has seen the frozen versions, too, gradually improve in the ensuing years. (Lately he has collaborated with Gardein in creating the food company's new Ultimate Beefless Burger patties.) "When I first started eating this way, they came in a box," said Mr. Ronnen, a chef who signed on this month to create vegan choices for the restaurants in all of the Wynn and Encore hotels in Las Vegas. "You had to add water to it. It was embarrassing to eat it around anyone. Imagine showing up to a backyard barbecue with a box and saying, 'Hey, can I have a little bit of water to form a veggie burger?'"

If there is a primary reason they are improving, it comes back to the force that drives just about anything in the marketplace: demand. According to Mintel, a market research firm, there was a 26 percent increase in menu items labeled vegetarian or vegan between the last quarter of 2008 and the same quarter in 2010.

With more and more people pledging themselves to vegan and vegetarian modes of dining, it seems self-defeating for restaurants to ignore them — or to pretend that those diners will be satisfied with yet another droopy grilled-vegetable platter. The signs are clear enough that two high priests of the global burger gospel, Burger King and McDonald's, have for years given veggie burgers a run, although only Burger King currently has one on menus in the United States.

"It is really awesome to see a lot of places starting to make their own patties from scratch, instead of simply stockpiling pre-made ones in the freezer," said Joni Newman, the author of a cookbook, "The Best Veggie Burgers on the Planet," which Fair Winds Press is to publish in May.

But with thousands of flora-based recipes in the world, why the compulsive return to the burger genre? "There's something

really satisfying about a hand-held food that's served on a bun," said Lukas Volger, the author of "Veggie Burgers Every Which Way," a cookbook that was published last year. The patty-bun-condiments format of a burger holds sway over us the same way the dependable verse-chorus-bridge structure of a perfect three-minute pop song does.

That said, there is vigorous debate over how closely a veggie burger should ape the look and taste of beef.

"I never like to tell people that this is going to taste exactly like ground beef, because you're setting yourself up," Mr. Ronnen said. "It's its own thing."

Chefs might adhere to the architectural limitations of a burger, but within that framework, the challenge of trying to make a veggie burger that tastes good (and doesn't fall apart) seems to free up their imaginations.

At Blue Smoke, the barbecue restaurant on East 27th Street, the team creates patties out of French lentils, quinoa, carrots, onions and cauliflower and smokes them over hickory. If they seemed like a fluke when they were introduced in 2008, they now feel like a perennial. "It's one of those items that I wouldn't take off the menu because there'd be some kind of backlash," said Kenny Callaghan, the executive chef.

At 5 Napkin Burger, another joint unapologetically devoted to meat, you'll find a veggie option that derives a loamy richness from mushroom duxelles while getting its ballast from sunflower seeds, wheatberries and brown rice.

When the 5 Napkin team originally tested contenders in their kitchens about three years ago, they found themselves pondering the Zen koan of veggie-patty enlightenment: If a burger is not a burger, how do you make it stick together? "They were falling apart," said Andy D'Amico, a chef and partner. "They would just kind of collapse in the roll." The solution was something familiar to the home meatloaf maker: seal the mix with eggs and panko crumbs.

The veggie-burger pendulum of peril swings between too dry and too wet, and sometimes, achieving the right balance of moisture and texture has to do with knowing which seeds, nuts and vegetables to mash and which ones to leave whole.

There are other challenges. A patty made of puréed vegetables may be healthy, but "you might say it doesn't have much tang to it," said Mr. Strauss of Westville. To give it flavor layering, Westville tops the patty with mushrooms and a spicy tartar sauce. (With a successful veggie burger, Mr. Ronnen observed, "so much of it is the condiments.")

If you need extra evidence that this hippie-town mainstay is venturing into territory that once might have been seen as hostile, look no further than Shula Burger, a chain scheduled to open

this summer in Florida. Shula Burger is the latest food enterprise from the family whose patriarch is Don Shula, the legendary football coach. One of his sons, Dave, said in a telephone interview that Shula Burger's test kitchens were in the midst of "trying a lot of different versions."

The root conundrum of a veggie burger, he said, comes down to its "bite profile" — or what happens at the moment of impact between teeth and patty. And what bite profile does a restaurant want to avoid? "Picture taking a bite out of a hockey puck," said Mr. Shula, also a former N.F.L. coach. "And the other end of the bite profile to avoid is when it's really squishy and mushy."

Mr. D'Amico wanted his version, in keeping with the 5 Napkin mission, to have the traditional cheek-smeared pleasure of a beef burger. But sometimes it seems as if he's been almost too successful with that, thanks in part to the incorporation of beets, which give the patty a color reminiscent of rare steak. "I have to tell you that my veggie burger has freaked out some vegetarians," he said. "They've been put off by the color of it. They feel like it looks too much like meat."

Still, Mr. Capon zagged in a different direction. He found inspiration during a Saturday night "family meal" with his cooking crew when Ryan Schmidtberger, the chef de cuisine at another of

Brian Stefano, the chef at the Hillstone branch on Park Avenue, has had similar moments with the restaurant's lauded griddled, crispy-exterior version. If you eat one, it's hard to miss the presence of beans, rice and beets. What's less obvious is that another ingredient — the one that gives the mix a touch of sweetness and stickiness — is prunes. "We've had vegetarians think that it is meat and send it back," Mr. Stefano said.

Apparently most just chow down, though. The Park Avenue Hillstone, previously known as Houston's, sells 400 to 500 veggie burgers a week.

"I give them a lot of credit," Mr. Capon, the chef at Burger & Barrel, said of Hillstone. "Their veggie burger has a little bit of a cult following. I know people who go there just for that."

Mr. Capon's restaurants, made falafel for the team. In converting the chickpea fritter to a burger, Mr. Capon amped up the herbs, smeared on plenty of tzatziki sauce and chose a coarser, crunchier grind.

Ultimately, how a restaurant rises to the challenge of a veggie burger can be a telling sign of its cooks' core values.

"It gives you a lot of room to create," said David Burke, the chef behind New York restaurants like Fishtail and David Burke Kitchen. At Fishtail, Mr. Burke eventually went with the tried-and-true pleasure-delivery system of a portobello mushroom with roasted peppers, basil mayo and mozzarella. "We treat it like an Italian sandwich without the meat," he said.

Talking about the topic sent Mr. Burke into something of a creative reverie on the phone. "Falafel makes a good burger," he started musing. "A corn risotto cake. Even a potato pancake, because a good burger has a little crunch, a little snap."

That led him to think about creating an altogether different twist on an American icon: something perfect for the summer.

"A veggie lobster roll," he said. "I'm going to try that."

Exhibit 22

Eat Beat

Main Course | Side Dishes | Three Bites | Local Product | Sweet Spot | Back of the House | Drink This



Rainbow roll, Thai tuna roll, Osaka-style pressed sushi (above); hickory burger (below)

Review

Hillstone



Its location and name may have changed, but the old Houston's still delivers, with consistently great food and a warm, vibrant setting.

BY GWEN ASHLEY WALTERS PHOTOS BY RICHARD MAACK

IT WAS A PAIN TO PARK AT THE ESPLANADE at 24th Street and Camelback Road to stop in at Houston's for a quick bite. Yet, for 21 years, that's what we did because Houston's was dependable - we knew we'd get good food and great service.

Maybe the parking situation wasn't what drove the California-based Hillstone Restaurant Group's decision to close Houston's and relocate across and down the street. Maybe it was an opportunity to breathe new life into an old brand by moving into a custom, built-from-the-ground-up restaurant with a new name: Hillstone.

The group still operates the Houston's in Scottsdale and in several other states, as well as a host of other brands, such as Scottsdale's Bandera. It also has converted several other Houston's around the country to the new Hillstone name, a tribute to the founder of the company, who owns a vineyard in Napa Valley with the same name.

Eat Beat Main Course



Parking at the new and improved Hillstone is far better but can be frustrating at peak times. Since opening in December, the classy place has been packed with suits, shoppers and everyone who likes good food, great service and being in the thick of things at the current "it" spot. Expect waits at noon and prime dinner hours - Hillstone doesn't take reservations.

While you're waiting, soak in the multimillion-dollar design, starting with the acutely angled patio framed by a limestone pony wall with a rustic, gravel floor. Patrons kick back in low-slung, boxy, wood-slatted chairs with puffy brown cushions. On chilly nights, warmth comes from a handful of heaters and a dramatic limestone open fireplace, punctuated with a cow's skull.

Floor-to-ceiling glass panels push back to open the entire span of the bar to the patio, creating a fluid transition. Bartenders work underneath cool, helicopter-blade-shaped light fixtures, serving trendy cocktails, wine (such as the namesake Lewis Cellars Hillstone Cabernet, \$95) and draft beer to lively guests on both sides of the bar.

The front entry, a carved brass door by a koi pond, faces the interior parking lot, away from busy Camelback. To the right is a bustling open kitchen. A sushi station sits near the hostess stand, displaying rows of glistening tuna, salmon, mango and asparagus. Sushi? Yes, that's the one addition to the otherwise solid Houston's menu, and while sushi aficionados will never confuse Hillstone's rolls with traditional Japanese-style sushi, the offerings are creative, fun and surprisingly tasty.

Settle in at an oversized, curved, red-leather booth with a thick slab of a wooden table. You're in superb hands with well-trained, tag-team-style service. In fact, it is the energetic, easy-to-please wait staff that makes dining at Hillstone such a joy. Well-executed, if predictable, American-style dishes help too, and Hillstone, like Houston's, consistently delivers the goods.

Order one or two of the 12 sushi options (\$10 to \$18), such as the crunchy shrimp roll (\$12), packed with toasted macadamia nuts, poached shrimp and cucumber; or the beautiful Osaka-style pressed sushi (\$12), four rectangle layers of rice, salmon, avocado and bright pink tuna. All come with fresh wasabi, far superior to the biting paste found in most sushi restaurants.

For something heavier, start with Chicago-style spinach and artichoke dip (\$12), accompanied by tortilla chip planks, sour

Rotisserie chicken with couscous

Eat Beat Main Course

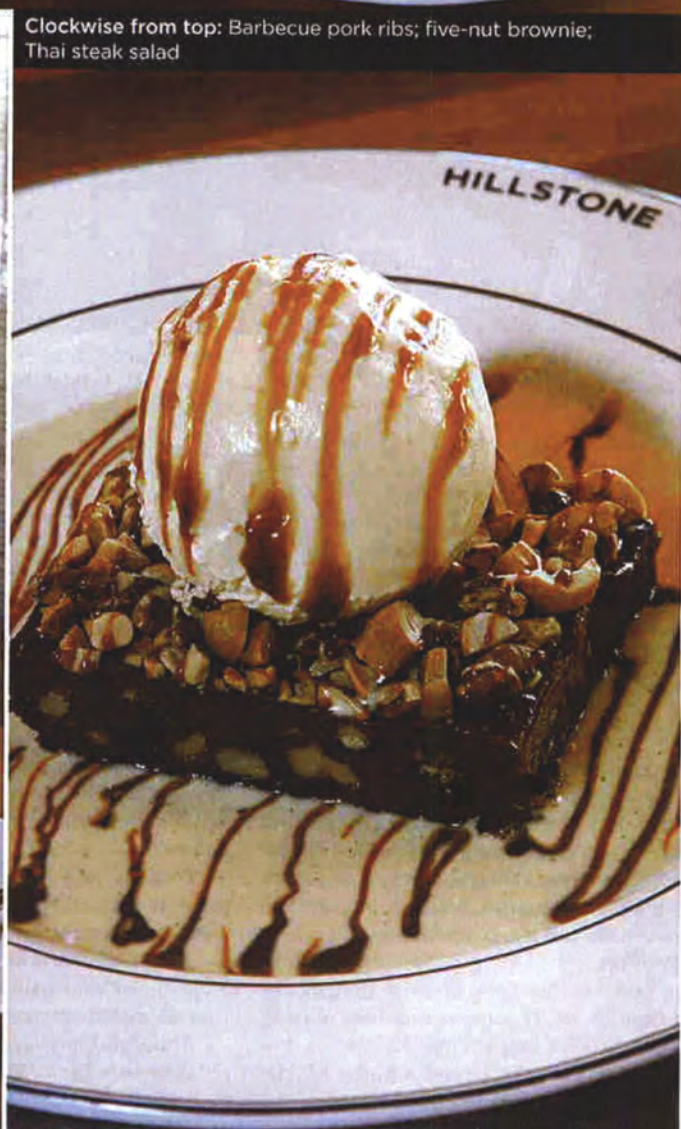
cream and salsa. Old-school? Yes, but it's the best I've ever tasted, chock full of spinach and finely chopped artichoke hearts suspended in a dreamy, creamy cheese sauce.

The most popular entrée salad is the grilled chicken salad (\$15) garnished with tortilla strips and drizzled in a sweet peanut sauce, but the Thai steak and noodle salad (\$16) is far more playful and flavorful. Slices of medium-cooked filet are tossed with greens, *lo mein* noodles, avocado, mango, basil and cilantro with a lime dressing. My only complaint is the kitchen's heavy hand with the dressing.

For years, Houston's was the place for a respectable burger, and Hillstone is no different, whether you order the cheeseburger or, my favorite, the hickory burger (\$14). A fat sesame seed bun holds a charred,



Clockwise from top: Barbecue pork ribs; five-nut brownie; Thai steak salad



Eat Beat Main Course



Inside Hillstone

seasoned patty topped with thin slices of grilled Canadian bacon, shredded cheddar cheese and chopped white onion. The smoky barbecue is served on the side, along with a pile of shoestring fries that cool way too fast.

Favorite entrées haven't changed either, from the pineapple and soy-glazed Hawaiian rib eye (\$28) to the fall-off-the-bone barbecue pork ribs (\$27). There are better ribs in the Valley, but if you like tender ribs you can eat with a fork, these are just fine.

The accompanying coleslaw (\$4) is really the star: light, fluffy, minced green cabbage studded with scallions and parsley. The "Ding's dressing" – made exclusively for Hillstone by the Ding company – sings with a hint of horseradish. It's fresh, crunchy and delicious, and it can be ordered as a side to any dish.

One of the best deals is the roasted prime rib (\$28), a monstrous slab of juicy, bone-in beef, big enough for two, or two meals if you take leftovers home. Lightly seasoned, cooked precisely to order, the

almost 2-inch-thick hunk of meat is pure perfection, served simply with a seasonal vegetable, such as steamed broccoli.

The thyme-seasoned wood-roasted chicken (\$18) has a nice, slightly smoked flavor even if the chicken breast is usually dry, but the thigh and leg are as juicy as can be. The accompanying lemony couscous with almonds, radish quarters and plump golden raisins is moist and vibrant.

The kitchen shows deft skill with the market-priced daily fish specials, whether it's a Loup de Mer sea bass paired with creamy black-eyed peas, or grilled arctic char (\$22) paired with sweet, braised red cabbage with apple slivers and goat cheese. Servers are happy to switch the sides around for you on any entrée.

Portions are generous, and at these prices they should be. But if you have room for dessert, both the warm, five-nut brownie slab and the warm apple cobbler (both \$8 and topped with caramel-drizzled vanilla ice cream) will satisfy any sweet tooth.

Although the menu at Hillstone is the old Houston's menu, dining here feels fresh and new yet familiar and comforting. Su-

perb service, perfectly executed dishes and a gorgeous setting – what else could you ask for? A little more creativity on the plate? Forget it. Hillstone is continuing the Houston's mantra of sticking with what works.

— Gwen Ashley Walters can be reached at phxmag@citieswestpub.com.

Hillstone

Cuisine: American

Address: 2650 E. Camelback Road, Phoenix

Phone: 602-957-9700

Website: hillstone.com

Hours: 11 a.m. to 10 p.m. Monday through Thursday; 11 a.m. to 11 p.m. Friday and Saturday; 9 a.m. to 10 p.m. Sunday

Highlights: Osaka-style pressed sushi (\$12), Chicago-style spinach dip (\$12), Thai steak and noodle salad (\$16), hickory burger (\$14), prime rib (\$28), barbecue pork ribs (\$27), warm five-nut brownie (\$8)

DETAILS