

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") by and between BR MIDLAND CENTER, LLC, a Delaware limited liability company, hereinafter "Lessor", and OKLAHOMA CITY BAKERY, INC., an Oklahoma corporation, d/b/a PANERA BREAD COMPANY, hereinafter "Lessee" dated December 18, 2013.

RECITALS:

Lessor's predecessor in interest and Lessee entered into that certain Commercial Lease dated June 15, 1999 between Regis Inn, LLC and Oklahoma City Bakery, Inc. dba Panera Bread Company (the "Lease"), for premises located at 3321 Northwest Expressway, Oklahoma City, Oklahoma 73112 (as described more particularly in the Lease, the "Premises")

- A. WHEREAS, Lessor and Lessee hereto are desirous of adding square footage to the premises by the addition of a drive thru and additional five (5) year option period years through this First Amendment and on the terms and conditions that follow below:

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, Lessor and Lessee hereby agree to amend the Lease Agreement dated June 15, 1999 as follows:

1. Section 1.1 of the Lease shall be deleted in its entirety and replaced with the following:
 - 1.1 Option to Extend Term. Provided Lessee is not in default under the terms and conditions hereof, Lessee shall have the option to extend the Term of this Lease for five (5) additional five (5) year options commencing on November 1, 2014. The five (5) 5-year options granted hereunder shall be deemed automatically exercised and renewed by the Lessee without the requirement of notice to Lessor provided, however, that at the option of Lessee, Lessee may give Lessor a written notice to quit the premises at lease ninety (90) days prior to the expiration of the term hereof, or any option period granted hereunder. In the event such notice to quit is given to Lessor by Lessee, then this Lease shall terminate at the end of the applicable option period.
2. Section 1.2 of the Lease shall be deleted in its entirety and replaced with the following:

1.2 Option Period Rent. In the event the five (5) 5-year option periods granted herein are automatically renewed as set forth in Section 1.1, the rent during the first 5-year option period shall be \$9,171.90 per month, the rent during the second option period shall be \$10,087.80 per month, the rent during the third option period shall be \$11,098.30, the rent during the fourth option period shall be \$12,207.70, and the rent during the fifth option period shall be \$13,428.47. The rent shall be due and payable on or before the 10th day of each month during the continuation of this Lease, or any option period granted herein.

3. Section 1.3 shall be added to the Lease and shall state the following:

1.2 Additional Square Footage. Lessee shall add 300 square feet to the premises by building a drive thru and thereby increasing the overall total square footage of the premises to 5,160 square feet. If Lessee opens the drive thru for business prior to October 31, 2014 then Lessee's rent shall increase from \$6,970.05 per month to \$8,260.30 per month until November 1, 2014.

4. Landlord has approved Tenant's plans for the additional 300 square foot drive thru. See Exhibit A.

Except as expressly amended herein, all terms and conditions contained in the Lease Agreement dated June 15, 1999 shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to Lease Agreement on the date(s) set forth below.

WITNESS:

Andrea Miller
Carlo Sutliff

LESSOR:

B.R. Midland Center, LLC

BY: [Signature]
Bernard Rosenson, Manager

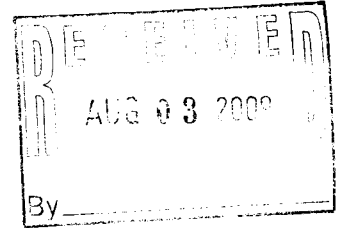
DATE: 1/2/14

LESSEE:

Oklahoma City Bakery, Inc.
dba Panera Bread Company

BY: Brian F. Gay, PRESIDENT + COO

DATE: 12/18/2013



July 24, 2009

CB Richard Ellis Oklahoma / BR Midland Center, LLC
Chase Building
1200 NW 63rd Street, Suite 300
Oklahoma City, OK 73116

RE: Panera Bread lease, 3321 NW Expressway, Oklahoma City, OK

To Whom It May Concern:

This letter is to confirm that Oklahoma City Bakery, Inc. d/b/a Panera Bread is electing to exercise the option stated in section 1.1 and 1.2 of the lease. This option states that the rent will increase to \$6,969.94 per month effective November 1st, 2009 through October 31st, 2014.

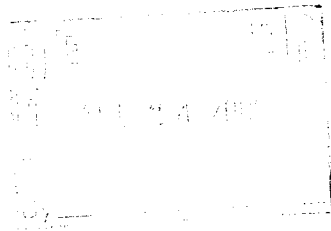
Sincerely,

Brian Casey
Executive Vice President and CFO

Signature of agreement

Date

8/18/09



LEASE

THIS LEASE is made and entered into by and between Regis Inn, LLC, herein referred to as Lessor, and Oklahoma City Bakery, Inc., an Oklahoma corporation, d/b/a Panera Bread Company, herein referred to as Lessee.

The Lessor owns certain real property, more particularly described on Exhibit "A" hereto. For and in consideration of the covenants and conditions herein contained, Lessor does hereby lease to Lessee the premises described as follows: 3321 Northwest Expressway, Oklahoma City, Oklahoma 73112, containing approximately 4,860 square feet (47'-3" wide, by 104' deep), identified in Exhibit "B" and referred to herein as the "Premises", together with all the rights, easements and appurtenances thereunto belonging, said Premises being a part of the property described in Exhibit "C" as Tract I and Tract II and referred to herein as the "Shopping Center", upon the terms and conditions hereinafter set forth.

1. TERM. The primary Term of this Lease shall be ten (10) years commencing on the sooner occurring of the following: ~~October 1, 1999~~ ^{November 5, 1999} or Lessee opening for business (the "Commencement Date"). Lessor and Lessee agree to exchange letters confirming the date Lessee opens for business at the leased premises location and to confirm in writing to each other the commencement date, and the termination date of the initial 10 year term at the time such letters or notices are exchanged. Wherever referred to herein, the "Term" shall be the total period of time in which this Lease is in effect, including the primary term as outlined above, any extension thereof ~~and any partial month added thereto as hereinabove provided.~~ ^{RP B}

1.1 Option to Extend Term. Provided Lessee is not in default under the terms and conditions hereof, Lessee shall have the option to extend the Term of this Lease for two (2) additional five (5) year option periods. The two (2) 5-year options granted hereunder shall be deemed automatically exercised and renewed by Lessee without the requirement of notice to Lessor provided, however, that at the option of Lessee, Lessee may give Lessor a written notice to quit the premises at least ninety (90) days prior to the expiration of the original term hereof, or any option period granted hereunder. In the event such notice to quit is given to Lessor by Lessee, then this Lease shall terminate at the end of the applicable initial term or option period.

1.2 Option Period Rent. In the event the two (2) 5-year option periods granted herein are automatically renewed as above set forth, the rent during the first 5-year option period shall be \$6,969.94 per month, and the rent during the second option period shall be \$7,831.06 per month. The rent shall be due and payable on or before the 10th day of each month during the continuation of this lease, or any option period granted herein.

2. RENT. Commencing on the Commencement Date and terminating on the Termination Date, unless specified otherwise herein, Lessee shall pay to Lessor the following, the sum of which shall comprise the "Rent", as referred to hereinafter:

2.1. Minimum Rent. Lessee shall pay to Lessor as Minimum Rent during the primary Term hereof the sum of \$5,500.00 per month, payable in advance on or before the first day of each calendar month for the first five years, then \$6,187.50 for the next five years of the initial term.

3. PAYMENT OF RENT. All payments of Rent pursuant to this Lease shall be made payable to the party referred to herein as "Lessor" and, unless directed otherwise by Lessor in writing, delivered to Lessor at Lessor's address given in the section hereof titled "NOTICES". Payments of Rent shall be deemed delivered upon receipt thereof by Lessor. In the event any payment of Rent provided for herein shall not be

received by Lessor prior to 5:00 p.m. on the tenth (10th) day following the day such payment is due, a late charge of Two Percent (2%) of the amount of such payment shall accrue as Additional Rent for each day from the date such payment was due until the date such payment is received by Lessor, such Additional Rent thereafter becoming due and payable within ten (10) days after receipt by Lessee of a statement therefor from Lessor, which statement Lessor may provide to Lessee at any time after such Additional Rent becomes due and payable; however, such Additional Rent shall not be deemed due and payable by Lessee to Lessor until the tenth (10th) day after receipt of such statement therefor as hereinabove provided. In the event any check received by Lessor for the payment of Rent is declined for payment by the institution upon which such check is drawn, the Rent for which such check was issued shall be deemed unpaid until such check is either honored by said institution or payment thereof in current funds is otherwise received by Lessor.

4. DELIVERY OF PREMISES. Lessor and Lessee agree that at the time of execution of this lease agreement, the leased premises is improved with an existing building. Lessor and Lessee agree that Lessee shall submit plans to Lessor for approval prior to demolition of the existing building. Lessor and Lessee agree that Lessee shall have permission to remove or demolish all buildings, improvements or equipment which are situated on the Leased Premises. Lessor and Lessee agree that upon the execution of this lease, Lessee shall immediately have the right to occupy the property for all purposes consistent with undertaking and completing the construction project above mentioned, therefore, Lessee shall have the right to construct a new building and parking lot upon the leased premises at Lessee's expense provided, however, that Lessor agrees to contribute \$100,000.00 toward the construction of the improvements contemplated herein which shall be paid by valid check from Lessor to Lessee on or before the 31st day of October, 1999, or the Lessee's opening for business with the public, whichever is last.

5. USE. It is agreed that the Premises shall be used by Lessee only for the purpose of conducting therein the operation of a coffee shop, restaurant, and bakery (hereinafter referred to as the "Business"). Lessee shall occupy the Premises and conduct the aforesaid Business during the full Term hereof, and may make only such other use of the Premises to which Lessor shall give its written consent. Lessee shall comply with all applicable laws, ordinances and governmental regulations affecting the use, cleanliness, safety and occupation of the Premises. No auctions, liquidations or "going out of business" sales shall be conducted in the Premises without the written consent of Lessor.

6. MAINTENANCE AND REPAIR OF THE PREMISES. Lessee shall keep in good condition and repair the roof, foundation and exterior walls of the Premises, and shall cause all of the Heating/Ventilation/Air-Conditioning equipment serving the Premises to be in working order and serviceable condition at all times; and shall keep in good order, condition and repair the balance of the Premises including, but not limited to, the repair of any plumbing, electrical and gas installations within or serving the Premises; Lessee's exterior advertising signage; exterior and interior doors and door closures; windows, casements, plate glass (including replacement when necessary with glass of the same quality), storefront and all interior finishes and coverings including walls, ceiling, floor coverings and painting. Lessee shall be responsible for sweeping, maintaining, cleaning, repair and replacement of the exterior of the Premises and the area designated on Exhibit "A" as "Lessee's Parking", including but not limited to sidewalks, parking areas, alleyways, etc., included within the Premises. In any emergency situation in which repairs are required and the party responsible for making such repairs cannot be reached or fails to make such repairs within a reasonable time (depending upon the circumstances of such emergency), the other party hereto may undertake to make such repairs on behalf of the responsible party; and the responsible party shall reimburse the other party for the other party's reasonable expense in connection therewith within ten (10) days after receipt of a statement from the other party itemizing the cost of such repairs. Any amount due Lessor from Lessee pursuant to this provision shall be deemed Additional Rent.

7. WASTE REMOVAL. Lessee shall be responsible for the removal from the Premises and from the Shopping Center of Lessee's refuse, trash and other materials to be discarded from the Premises. Lessee agrees to provide and maintain rat-proof refuse receptacles for Lessee's own use in the event any refuse of Lessee is temporarily stored outside the Premises, such receptacles or containers to be placed only where designated by Lessor. Lessee shall not place or permit the placement of any items or materials whatsoever outside the Premises except in such containers without Lessor's consent.

8. COMMON USER. Lessor hereby grants to Lessee and the agents, employees, suppliers, customers and invitees of Lessee the non-exclusive rights of common user with others of adjacent parking areas, sidewalks and entrances into and located within the Shopping Center. It is acknowledged such right has been similarly granted to other tenants of the Shopping Center, and that the designation of an area on Exhibit "B" as "Lessee's Parking" refers only to the delineation of the area for which Lessee is responsible for maintenance, repair and replacement pursuant to provisions hereinabove, and shall in no way be construed as restricting the use of such area by customers and invitees of other tenants of the Shopping Center or as reserving any portion of such area for the exclusive use of Lessee.

9. TAXES. During the Term of this Lease, Lessor shall pay and discharge all ad valorem, special assessment or any other taxes levied against the Premises or any property or tax parcel of which the premises is a part thereof. Lessee shall pay and discharge all taxes assessed against the property of Lessee located in or upon the Premises. Lessee shall reimburse and pay to Lessor as Additional Rent, within thirty (30) days after receipt of statement from Lessor therefor, accompanied by a copy of Lessor's paid tax receipt, Lessee's Pro rata Share of any such tax expense. Lessee shall also reimburse or pay to Lessor as Additional Rent any municipal, county, state and federal sales or excise taxes on gross rents and other such taxes or assessments levied or assessed against Lessee or Lessor on account of the receipt by Lessor of the Rent provided for in this Lease.

10. INSURANCE.

10.1. LESSEE'S LIABILITY INSURANCE. Throughout the Term of this Lease, Lessee shall at its own expense and at all times maintain and keep in force comprehensive general liability insurance insuring both Lessor and Lessee jointly, as their respective interests may appear, in the amount of not less than \$1,000,000 combined single limit for injury to person or damage to property, insuring against loss, liability or damage which may result to Lessor or Lessee for any occurrence of injury to person or damage to property on the Premises. Lessee shall furnish to Lessor a certificate of such insurance, which shall provide for thirty (30) days prior written notice to Lessor before cancellation or material change, which policy shall name Lessor as an additional insured.

10.2. LESSOR'S LIABILITY INSURANCE. Throughout the Term of this Lease, Lessor shall at all times maintain and keep in force comprehensive Public Liability Insurance covering the Common Areas of the Shopping Center in the amount of up to \$5,000,000 combined single limit for injury to person or damage to property resulting from the occurrence thereof within the Common Areas of the Shopping Center. Within sixty (60) days after the end of each calendar year (or partial calendar year) during the Term hereof, Lessor shall furnish to Lessee a statement of Lessor's expense for such premiums for the preceding year, and Lessee shall reimburse and pay to Lessor as Additional Rent Lessee's pro rata share of such expense within thirty (30) days after receipt of such statement.

10.3. LESSEE'S WORKMANS' COMPENSATION INSURANCE. Lessee agrees to provide Workmans Compensation, Employee Liability, or other similar insurance in form and amounts required by law for the term of the Lease.

10.4 LESSEE'S BUILDERS RISK INSURANCE. Lessee agrees to provide Builder's Risk Insurance covering casualty loss and personal injury insurance during the construction phase.

10.5 LESSEE'S ALL RISK PROPERTY INSURANCE. Lessee agrees to provide All Risk Property Insurance covering all Lessee's personal property in the premises, including without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Lessee under the provisions of this Lease, as well as Lessee's improvements.

10.6 LESSEE'S ALL RISK CASUALTY INSURANCE. Lessee agrees to provide All Risk Casualty Insurance insuring the leased premises for the full replacement cost of the improvements thereon, loss of income (rents), comprehensive general liability insurance, including, without limitation, contractual liability coverage and broad form property damage endorsement in an amount of not less than \$1,000,000, with Lessor being named as additional insured or loss payee, as the case may be;

10.7 LESSEE'S PROOF OF INSURANCE. Lessee agrees to provide proof of insurance to Lessor as required above, at reasonable times, upon request. Such certificate of insurance shall provide for thirty (30) days prior written notice before cancellation or material change.

10.8. INSURANCE SUBROGATION. Lessor and Lessee each release the other from all liability which may arise out of loss or destruction of the Premises or any part or contents thereof by fire or other casualty caused by the act or omission of the other or its agents, employees or invitees.

11. INDEMNITY. Lessee covenants and agrees to indemnify and save Lessor harmless from all damages, claims, demands and judgements of any party by reason of the operation and conduct of the business of Lessee upon or within the Premises or for any condition existing upon or within the Premises under the control of Lessee. In any suit or action for damages against Lessee in which action Lessor is included or made a defendant, Lessee agrees to assume all of the burden, cost and expense of the defense or settlement of such action or suit, including the payment of any judgement which may be obtained against Lessor in connection with such action or suit.

12. EMPLOYEE PARKING. In the event Lessor should elect to designate areas within the Shopping Center for the parking of the vehicles of tenants of the Shopping Center and their employees, Lessee agrees that it will require all of its employees to park their personal vehicles in such designated areas. Lessee further agrees that it will, within ten (10) days after receipt of written request therefor by Lessor, furnish Lessor with the automobile license numbers of its vehicles and those of its employees.

13. EXTERIOR ADVERTISING. All exterior advertisement and signage within the Shopping Center shall be subject to the approval of Lessor, including signage and advertisement placed on the interior of the Premises but directed principally to the exterior; and specifically, without limitation, Lessee agrees that it will not attach any form of signage, advertising, decoration or any other items whatsoever to its storefront glass or doors, except for decals or cards depicting credit cards accepted by Lessee, check verification services used by Lessee, non-smoking restrictions which Lessee may place upon the Premises, Lessee's store hours and evidence of or emergency information regarding any security devices or services installed or employed by Lessee within the Premises. Lessee shall be permitted to install upon the exterior of the Premises ~~one (1)~~ identification signs to be approved by Lessor, and unless specifically approved by Lessor in writing, shall not install, post, display or attempt to install, post or display any other signage or advertising of any nature whatsoever anywhere within the Shopping Center. Lessor agrees that Lessee may install a sign on the sign pylon subject to approval and compliance with local municipal ordinance

requirements and Lessor approval. All vehicles belonging to, providing services to or within the control of Lessee which display advertising of any nature relating to Lessee shall be parked only in rear alleyways of the Shopping Center or other areas obscured from public visibility except while loading or unloading of such vehicles is in progress, if necessary to be conducted through a front or publicly visible entrance into the Premises, and then not to exceed one (1) hour in duration. In the event any form of advertising, signage, streamers, flags, lights of any nature whatsoever (including seasonal decorations), pennants, banners or any other form of display shall be placed outside the Premises anywhere within the Shopping Center by Lessee without the express written consent of Lessor, it is agreed that Lessor shall have the right to remove and destroy or otherwise dispose any such items without notice to Lessee.

14. **ALTERATIONS.** Lessee shall not alter or remodel the Premises in any manner without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld. Alteration or remodeling of the Premises shall not be construed to include painting of existing walls and surfaces within the interior of the Premises, the installation or replacement of carpeting or tile floor surfaces, the modification or installation of lighting within the Premises or the installation or construction of shelving, display racks and cases, counters and other non-structural installations. No alterations, remodeling or any work of any nature whatsoever shall be undertaken by Lessee outside or on the exterior of the Premises without the written consent of Lessor.

15. **DESTRUCTION.** Should the Premises be destroyed (or damaged to the extent that Lessee is reasonably unable to open for business and conduct its normal operations in the Premises) by fire, explosion, weather related causes or any other casualty or combination thereof during the Term of this Lease, Lessee shall proceed to repair and rebuild the damaged Premises upon substantially the same plans and specifications as existed immediately prior to such damage or destruction, such work to be performed diligently and making every reasonable effort to restore to Lessee the full use of the Premises within ninety (90) days of the date of the fire or other casualty. Lessee shall not be entitled to any form of compensation from Lessor for inconvenience, annoyance or loss of business during any such period of repair or reconstruction.

16. **UTILITY SERVICES.** Lessor shall not be required to provide to the Premises any utility services other than those existing at the time of Lessee's execution hereof, and it is agreed that any additional utilities which Lessee may desire to have furnished to the Premises shall be installed, subject to the approval of Lessor, at the sole expense of Lessee. Lessee shall be responsible for the payment of all utility service charges incurred in connection with the Premises throughout the Term hereof, and shall not at any time permit any lien or claim to be filed against the Premises or the Shopping Center on account of any unpaid expense or charges for utility service of any nature whatsoever.

17. **DEFAULT BY LESSOR.** In the event of a default in the performance of any covenant to be performed by Lessor hereunder, Lessee may undertake to cure such default by its own efforts and deduct the cost thereof from Rent due or to become due if such default is not cured or corrected by Lessor within thirty (30) days after receipt of notice of such default from Lessee. In the event such default is of a nature that it is not possible or practical for Lessee to cure same on behalf of Lessor, and Lessor fails to cure or correct such default within thirty (30) days after receipt of notice of such default from Lessee, Lessee shall have the option to terminate this Lease by the giving of thirty (30) days written notice to Lessor. In the event any default is of a nature which cannot reasonably be cured or corrected within the afore provided thirty (30) day period, such default shall be deemed to have been cured or corrected if Lessor commences appropriate action during such thirty (30) day period and diligently pursues the completion thereof until such default has been cured or corrected.

18. DEFAULT BY LESSEE. In the event of a default in the performance of any covenant to be performed by Lessee hereunder, and such default is not cured or corrected by Lessee within thirty (30) days after receipt of written notice of such default from Lessor if such default is of a non-monetary nature, or within ten (10) days after receipt of written notice of such default from Lessor if such default is in the failure of Lessee to pay when due any Rent payable hereunder, Lessor may enforce the performance of this Lease by any remedy available in law or equity, and in addition thereto, without limitation to such remedies, shall specifically have the right to (a) terminate this Lease by giving written notice of such termination to Lessee, whereupon this Lease shall terminate ten (10) days after the giving of such notice, and upon such termination of this Lease, Lessor shall have the right to re-enter the Premises and remove all persons and Lessee's property therefrom without being deemed guilty of any manner of trespass, and without prejudice to any other remedy; (b) take possession of the Premises, re-enter and remove all persons and Lessee's property from therefrom without being deemed guilty of any manner of trespass, and without prejudice to any other remedy, relet the Premises at the best rent and upon the best terms obtainable for the account of Lessee solely and exclusively in mitigation of damages, and Lessee shall, upon demand, make good any deficiency in Rent during the remainder of the Term of this Lease; or (c) in the event of abandonment or surrender of the Premises by Lessee, whether voluntary or otherwise, take possession of the Premises and relet same at the best rent and upon the best terms obtainable for the account of Lessee solely and exclusively in mitigation of damages, and Lessee shall, upon demand, make good any deficiency in Rent during the remainder of the Term of this Lease. Lessee expressly waives any and all damages by reason of re-entry by Lessor or any agent or attorney of Lessor, pursuant to the provisions hereof, or by reason of any distress warrant or proceedings, or by way of sequestration which Lessor may employ to recover possession of the Premises.

19. WAIVER OF BREACH. Any assent or waiver, expressed or implied, by either party hereto to any breach by the other of any covenant or condition herein contained shall operate as an assent or waiver only with regard to the specific breach and shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent or other breach of any covenant and condition hereof.

20. BANKRUPTCY. Neither this Lease nor any interest therein, nor any estate hereby created, shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. Should Lessee make an assignment for the benefit of creditors, or in the event of an appointment of a receiver for Lessee, Lessor may declare this lease terminated; and upon five (5) days notice to Lessee may immediately, or at any time thereafter, re-enter and take possession of the Premises without further notice. In the event of a filing of any petition in bankruptcy by or with respect to Lessee, or adjudication in bankruptcy against Lessee, such filing and/or adjudication shall be deemed to constitute a breach of this Lease by Lessee and, at the option of Lessor, nothing contained within this Lease to the contrary withstanding, Lessor shall forthwith upon such termination be entitled to recover damages for such breach in an amount equal to the then present worth of the Rent reserved in this Lease for the residual of the Term hereof, less the then present worth of the then fair rental value of the Premises for the residual of said Term.

21. ASSIGNMENT AND SUBLEASE. Lessee may assign this Lease and Lessee's rights hereunder or sublet the Premises or any part thereof only with the written consent of Lessor. In the event Lessor consents to any such assignment or sublease, any assignee or sublessee of this Lease shall be considered as having assumed and become bound by all of the Lessee's obligations hereunder; however, Lessee shall nonetheless remain liable for the performance of all of the covenants and conditions Lessee hereunder, including without limitation the obligation to pay when due all Rent payable to Lessor pursuant to this Lease. Any assignee or sublessee shall assume the Lease subject to any and all prior breaches of

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*which shall not unreasonably
be withheld.*

Lessee's covenants herein and shall be liable therefor in the same manner as Lessee or any prior assignee or sublessee responsible therefor.

22. **SURRENDER OF POSSESSION.** Lessee shall, upon termination of this Lease, peacefully quit, surrender and deliver to Lessor the Premises in as good condition as such existed at the commencement of the Term hereof, usual wear and tear from the reasonable use thereof and damage or destruction by fire, the elements or unavoidable casualty excepted. Lessee agrees that Lessor shall have the unequivocal right to possession of the Premises effective at midnight on the Termination Date, regardless of whether or not any personal property, inventory, fixtures and equipment belonging to Lessee is remaining in the Premises, and Lessor shall have the right to change locks or, in any other manner deemed appropriate to Lessor, secure the Premises. Any such property or items remaining in the Premises as of midnight on the Termination Date shall be deemed abandoned and shall thereupon become the property of Lessor, and Lessee hereby forfeits any claim to any interest of Lessee in such abandoned property, regardless of value.

23. **PERSONAL PROPERTY OF LESSEE.** Personal property of the Lessee which may from time to time be placed within the Premises shall remain the property of Lessee, who shall have the right to remove all or any part of such property at any time during the Term hereof, provided Lessee is not in default under this Lease with respect to any payment of Rent due hereunder. Upon termination of this Lease, Lessee shall have the obligation to remove all such personal property on or prior to the date of such termination, and any damage to the Premises as a result of the installation or removal of same shall be repaired by Lessee at Lessee's sole expense. In the event any such property remains in the Premises after the date of termination hereof, Lessee shall be deemed to have abandoned same and same shall thereupon be deemed the property of Lessor, to be used, sold, removed or retained in the Premises as Lessor shall see fit, in Lessor's sole discretion. In the event any such personal property of Lessee is so abandoned in the Premises and Lessor desires that such property be removed from the Premises, Lessee shall be liable to Lessor for any cost incurred by Lessor in the removal of such property and/or any repairs required in the Premises as a result of the removal of such property; and Lessor shall have the right, without limitation, to withhold the cost of same from any Security Deposit (as herein provided) held by Lessor pursuant to this Lease and to make demand upon Lessee for any such cost in excess of such deposit, if any, held by Lessor.

24. **INFRINGEMENT UPON COMMON AREAS.** Except for the area designated for an outside seating area, Lessee shall not place or permit to be placed upon the sidewalks or in any other area of the Shopping Center outside the Premises any property, inventory, fixtures or any other items of any nature whatsoever for display, sale, storage or any purpose other than the immediate loading or unloading of same without the written consent of Lessor, except for the placement of refuse receptacles as provided herein without prior consent of Lessor. In the event of any such placement of items in the Common Areas of the Shopping Center by Lessee or any employee or agent of Lessee for any purpose other than the immediate loading or unloading of same into or from the Premises, Lessor shall have the right to take possession of same without notice to Lessee, whereupon same shall become the property of Lessor to be used, sold, retained or disposed of as Lessor sees fit. Any expense incurred by Lessor in the removal or storage of such items shall be reimbursed to Lessor by Lessee as Additional Rent within ten (10) days after the giving of notice to Lessee by Lessor of the amount of such expense.

25. **HOLDING OVER.** In the event Lessor elects not to take possession of the Premises at midnight of the Termination Date as hereinabove provided, and Lessee remains in occupancy of the Premises after midnight of the Termination Date without the express written consent of Lessor (such extended occupancy hereinafter referred to as "Extended Tenancy"), this Lease shall be automatically extended through midnight on the last day of the first full calendar month following the Termination Date (the

"Extension Period"); and thereupon all references to and provisions herein contained with regard to the Termination Date shall be deemed as referring to the last day of the Extension Period. Such extension of the Termination Date shall continue to occur automatically upon expiration of each Extension Period until either (a) Lessee has fully vacated the Premises, (b) Lessor elects to take possession of the Premises at midnight on the then current Termination Date and notifies Lessee in writing of such election at least ten (10) days prior to the then-current Termination Date, or (c) Lessee and Lessor enter into either a new lease, a formal extension of this Lease, or other agreement whereby Lessee is granted the right to continue in possession of the Premises. During such Extended Tenancy, all of the terms and conditions of this Lease shall continue in full force and effect except that the Minimum Rent to be paid by Lessee to Lessor during such Extended Tenancy shall be 125% of the monthly Minimum Rent payable for the last month prior to the first of such Extension Periods. In the event Lessee shall remain in occupancy of the Premises after the Termination Date by written agreement between Lessee and Lessor, all of the terms and conditions of this Lease shall remain in full force and effect, except as may be specifically modified by such agreement, and the Termination Date shall thereupon be deemed as referring to the last date through which the Term hereof is extended pursuant to such agreement.

26. **QUIET ENJOYMENT.** Lessor covenants and agrees that Lessee, during the continuation of this lease, shall peaceably and quietly have, hold and enjoy the leased premises, and Lessor warrants that Lessor has full right and sufficient title to lease the premises for the term or terms herein provided, and agrees to indemnify Lessee for and against any and all loss and damage that may result to Lessee on account of any failure of or defect in Lessor's title or right to make and execute this lease, including, but not limited to, Lessee's reasonable attorney's fees incurred because of any such claim, loss or damage.

27. **BROKERS' FEES.** Lessor shall pay 5% of the monthly rental for the initial 10-year term, 50% to Haydel Associates of Oklahoma City, and 50% to Banta Realty Advisors of Oklahoma City, Oklahoma. The fees are earned with the signing of the Lease and paid with the receipt of the first month's rent. Lessee shall have no obligation with respect to real estate commission; provided, however, that Lessee shall indemnify Lessor from any other claims from brokers (not mentioned above) arising from this transaction, and claimed by virtue of an alleged agreement with Lessee.

28. **ATTORNEY FEES.** Each party hereto agrees to pay to the other all reasonable attorney's fees, costs and expenses incurred by the other in enforcing any of the obligations under this Lease in all cases in which it shall be determined that the party against whom enforcement is sought is at fault.

29. **NOTICES.** All notices required between the parties under this Lease shall be given in writing and shall be deemed to be properly served if delivered personally or by courier, or sent by registered or certified mail, return receipt requested, to the appropriate party at the following address (or at such other address as the receiving party may have duly notified and directed the other to address such correspondence a minimum of ten (10) days prior to the issuing of such notice):

LESSOR: Regis Inn, LLC
C/O Haydel Associates
50 Penn Place, Suite 400
Oklahoma City, Oklahoma 73118

LESSEE: Jay Burchfield, President
Oklahoma City Bakery, Inc.
3742 E. Eagleschiffes
Springfield, MO 65809

with a copy to: Bruce McCurry
Chaney & McCurry, LLP
3271 E. Battlefield, Suite 200
Springfield, MO 65804

Except as herein otherwise specifically provided to the contrary, the effective date of any such notice shall be the date which it is received by party to whom it is addressed.

30. AMENDMENT AND WHOLE AGREEMENT. The covenants and conditions herein contained are the full and complete terms of this Lease. No alteration, amendment or modification of this Lease shall affect the rights and duties of the parties hereto unless such alteration, amendment or modification is in writing, dated and signed by all parties hereto.

31. CUMULATIVE RIGHTS. The various rights, powers, elections and/or remedies of Lessor contained in this Lease are cumulative and no one is exclusive of the other or exclusive of any rights or priorities allowed by law; and no rights, powers elections and/or remedies shall be exhausted by being exercised on one or more occasions.

32. INVALIDATION. Should any clause of this lease be deemed invalid, void or voidable for any reason, such shall not affect the whole of this instrument, and the balance of the provisions contained herein shall remain in full force and effect.

33. PARAGRAPH HEADINGS. The brief paragraph headings used herein do not form a part of the Lease. Such headings are solely for convenient reference and shall have no effect upon the interpretation of this Lease.

34. INSPECTION OF PREMISES. Lessor shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting same. Lessor shall have the right, in the event Lessee does not maintain the Premises as required herein, after giving Lessee five (5) days written notice, to order such repairs as deemed necessary by Lessor, and to charge the cost thereof to Lessee, any such costs to become Addition Rent due upon the first day of the next calendar month after Lessor notifies Lessee of the amount of such costs.

35. NON-UNIFORM PROVISIONS. It is acknowledged that other tenants of the Shopping Center may have leased space therein from Lessor or from prior owners of the property upon terms and conditions other than those agreed to herein between Lessor and Lessee, and it is expressly acknowledged that the rights, obligations and covenants of the Lessor and Lessee pursuant to this Lease shall in no way be affected, diminished, modified, enhanced or compromised by provisions of any other leases affecting the Shopping Center except as may be herein specifically provided.

36. SUCCESSOR IN INTEREST. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors

and assigns. If either Lessor or Lessee shall be comprised of more than one person, the covenants on the part of each of them shall be the joint and several covenants of each and all of them.

37. SUBORDINATION OF LEASE. Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages upon Lessor's interest in the Premises, the Shopping Center or any portion thereof. Upon request by Lessor, Lessee shall execute and deliver such further instruments subordinating this Lease to any such lien, provided that such mortgage shall recognize the validity and continuance of this Lease in the event of foreclosure of Lessor's interest, or in the event of conveyance in lieu of foreclosure, as long as Lessee shall not be in default under the terms hereof.

38. SECURITY DEPOSIT. Concurrently with Lessee's execution of this Lease, Lessee has deposited with Lessor the sum of Seven Thousand Eight Hundred Thirty One Dollars (\$7,831.00) (the "Security Deposit") to be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions hereof to be kept and performed by Lessee during the Term hereof. In the event Lessee shall default with respect to any provision of this Lease, including but not limited to any provisions relating to the payment of Rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any Rent or other sum in default, or for the payment of any amount with Lessor may expend or become obligated to expend by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall within five (5) days after written demand therefor, deposit with Lessor an amount sufficient to restore the Security Deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest thereon. Should Lessee fully and faithfully perform all of its covenants, obligations and agreements under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee within thirty (30) days following the expiration or termination of this Lease. In the event of termination or transfer of Lessor's interest in this Lease, Lessor shall transfer the Security Deposit to Lessor's successor in interest.

39. CONDITION OF PREMISES. Lessee accepts the Premises in "as-is" condition, except as herein specifically noted.

40. ESTOPPEL CERTIFICATE. At any time and from time to time upon the written request of either of the parties hereto or any mortgage lender of Lessor or Lessee, Lessor or Lessee, as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating (i) whether or not this Lease is in full force and effect, (ii) whether or not any rights to renew the term of this Lease have been exercised, and the date on which this Lease will terminate, (iii) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iv) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the status of rent payments and (vi) any other facts regarding the operation of the Lease which the mortgage lender may reasonably request.

41. EFFECTIVE DATE. The "Effective Date" of this Lease shall be the date of the latter party's execution hereof unless otherwise specified herein.

42. MEMORANDUM OF LEASE. Memorandum of Lease, attached hereto in the form of Exhibit "E", suitable for recording in the Office of the Oklahoma County Recorder and satisfactory in form to both Lessor and Lessee, shall be executed and recorded. Said document shall incorporate the legal description of the leased premises.

43. MISCELLANEOUS.

43.1 TIME IS OF THE ESSENCE. Time is of the essence to this agreement and it is so considered by the parties hereto.


43.2 CAPTIONS. The captions of this agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this agreement or any part hereof.

43.3 ENTIRE AGREEMENT. This agreement and the attachments hereto constitute the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have entered into and executed this Lease as of the Execution Date hereof.

LESSOR: Regis Inn, LLC

Date: 6/15/99

By: 
Reginald Parsons, Owner/Manager

LESSEE: Oklahoma City Bakery, Inc.

Date: 6/15/99

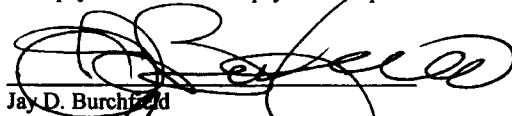
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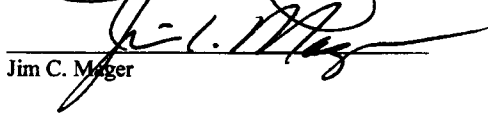
43.4 Landlord and Tenant understand and agree as an express condition of this Lease, that in the event of action or inaction by any government agency or political subdivision, federal, state, or local, which would have the effect of frustrating the purpose of this Lease and/or restricting the anticipated use of the leased premises by the Tenant, Tenant shall have the right to avoid and terminate this Lease. This paragraph shall be null and void on the earlier of the date the Lessee takes physical possession of the leased premises or June 15, 1999.

PERSONAL GUARANTY

We, the undersigned, personally guarantee the payment of the lease payments required in the above lease.



Jay D. Burchfield



Jim C. Meier

EXHIBIT "A"

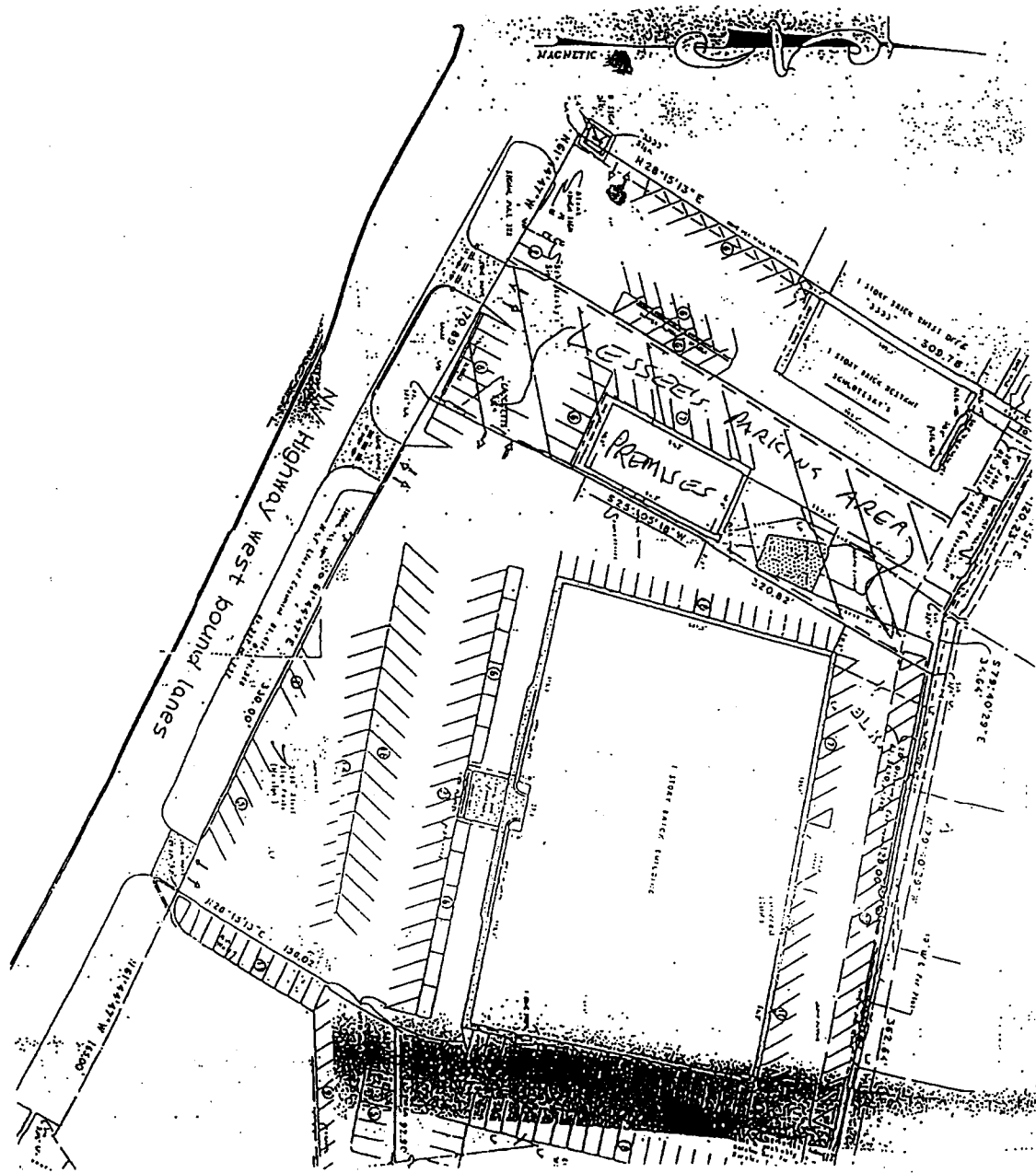
Legal Description

A portion of Lot Ten (10), Block Seven (7), in the Smith Highland Hills Addition, an addition to Oklahoma City, Oklahoma, which is commonly known as 3321 Northwest Expressway, Oklahoma City, Oklahoma.

EXHIBIT "B"

The Premises

An area of approximately 4,860 square feet (47'-3" wide x 104' deep), depicted below as "Premises" and commonly known as 3321 Northwest Expressway, Oklahoma City, Oklahoma.



An area depicted below as Tract I and Tract II referred to as the "Shopping Center".

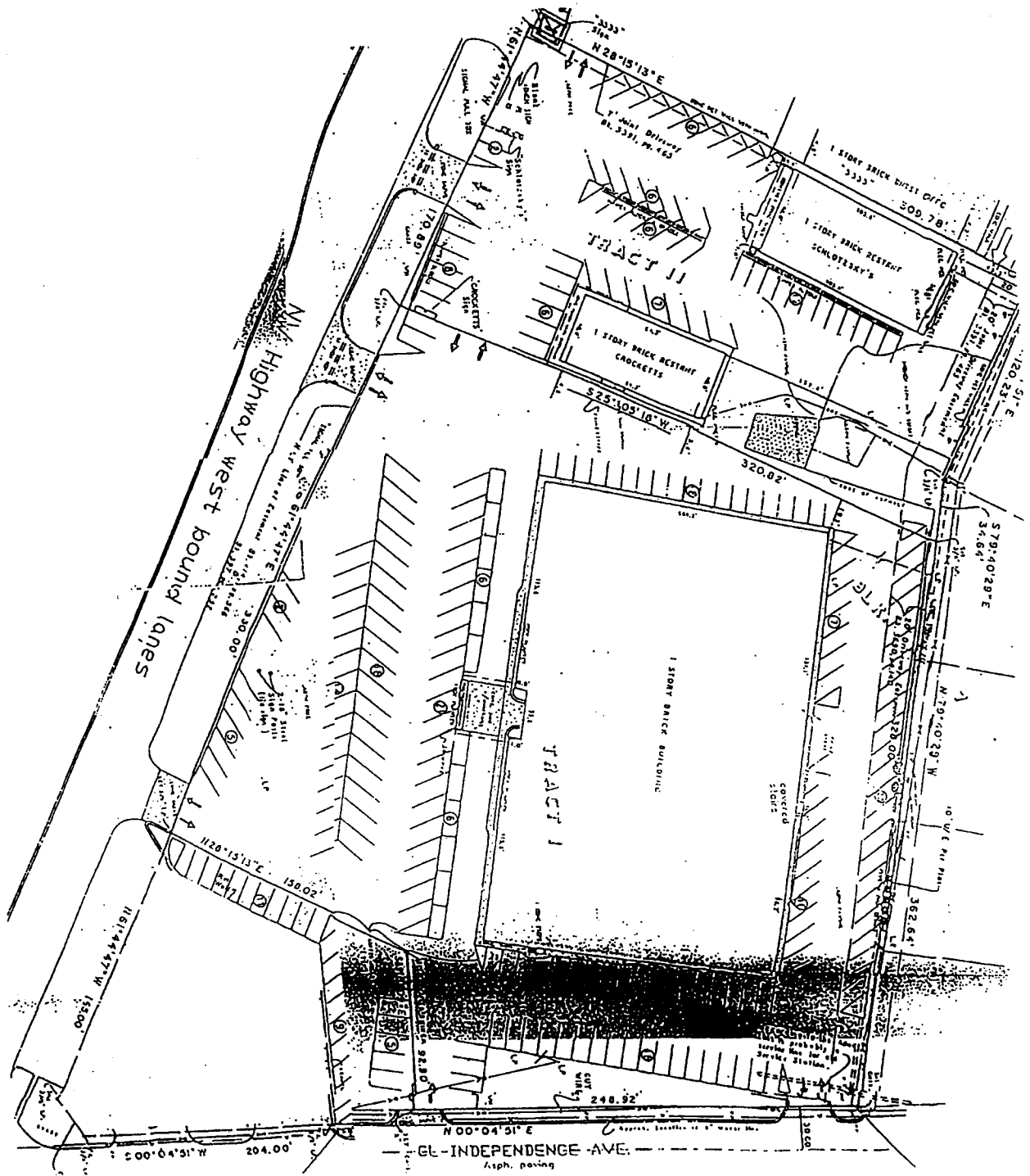


EXHIBIT "D"

ADDENDUM

THIS LEASE ADDENDUM is entered into this 15th of June 1999, by and between **OKLAHOMA CITY BAKERY, INC.**, d/b/a **PANERA BREAD COMPANY** ("Lessee") and **REGIS INN, LLC** ("Lessor"), for the premises located at 3321 Northwest Expressway, Oklahoma City, Oklahoma:

WHEREAS, Lessee has executed a Franchise Agreement with the Bread Company ("Company") and as a part of the Franchise Agreement, the lease ("Lease") for the franchised Bread Company Units must contain certain provisions; and

WHEREAS, Lessor and Lessee agree that the terms contained herein shall be applicable to the Lease, which is executed simultaneously with this Addendum.

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. Lessor shall notify Lessee and Company in writing at least thirty (30) days prior to termination of the Lease except for Lessee's default. Lessor shall give Lessee and Company at least ten (10) days notice of an opportunity to cure any monetary default under the Lease, and at least thirty (30) days of an opportunity to cure any non-monetary default under the Lease.
2. Company, or an affiliate of Company, shall have the right but not the obligation upon giving notice of its election to Lessee and Lessor to cure the breach and succeed to Lessee's rights under the Lease and any renewals or extensions thereof.
3. Company is granted the right to remove any identifying marks from the demised premises in the event the Company terminates its franchise with Lessee. Company shall have the obligation to remove all such personal property on or prior to the date of termination, and any damage to the Premises as a result of the installation or removal of same shall be repaired by Company at Company's sole expense.
4. Lessee may assign to Company all of its rights of further assignment at any time if the Lessor is given reasonable notice thereof. Such an assignment shall not, however, be made except upon termination of the Franchise Agreement, and it shall be effective only if accepted in writing by the Company. Such assignment shall not relieve Lessee or Guarantor from its obligations under the Lease except as specifically provided in the assigned provisions of the Lease.
5. Company or its designated agents shall be permitted to enter the leased premises for purposes of making inspections in accordance with the terms of the Franchise Agreement between Company and Franchisee.
6. Copies of any and all notices pertaining to the Lease shall be sent to Company at the following address or at such other address as may be designated by Company in writing:

Bread Company
2433 S. Handley
St. Louis, MO 63144
Attn: Mr. Dave Hutkin

7. This Lease may not be modified, amended or renewed without consent of Company.

8. Company must consent to any location for a Bread Company Unit, therefore, this Lease is contingent upon such consent, which shall be granted or denied within 5 days after a copy of the Lease is submitted to Company. If Company fails to notify Lessor or Franchisee that it does not consent to the Lease within the aforementioned period, such failure shall constitute its consent to the Lease and the location of the Bread Company unit.

"Lessor"

REGIS INN, LLC

By 

"Lessee"

OKLAHOMA CITY BAKERY, INC.

By 

EXHIBIT "E"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 15th of June, 1999, by and between REGIS INN, LLC, hereinafter called "Lessor", and OKLAHOMA CITY BAKERY, INC. an Oklahoma corporation, d/b/a Panera Bread Company, hereinafter called "Lessee".

In consideration of One Dollar (\$1.00) and other valuable consideration paid by Lessee to Lessor, and the mutual covenants contained in that certain Lease between the parties hereto, of even date herewith (hereinafter called "the Agreement"). Lessor has leased and does hereby lease to Lessee, and Lessee has hired and does hereby hire from Lessor, upon the terms and conditions set forth in the Agreement the real property more particularly located in the city of Oklahoma City, County of Oklahoma, State of Oklahoma, more particularly described as 3321 Northwest Expressway, Oklahoma City, OK 73112, containing approximately 4,860 square feet (47'3" wide by 104' deep), legal description to govern, and street accesses.

A portion of Lot Ten (10), Block Seven (7), in the Smith Highland Hills Addition, an addition to Oklahoma City, Oklahoma, which is commonly known as 3321 Northwest Expressway, Oklahoma City, Oklahoma.

B
November 1st

The term of the Agreement is ten (10) years commencing on the sooner occurring of the following: ~~October~~ 1, 1999 or Lessee opening for business, and ending _____, subject to two 5-year renewals at Lessee's option, upon written notice by Lessee to Lessor.

"Lessor"

REGIS INN, LLC

By *Reginald R.*

"Lessee"

OKLAHOMA CITY BAKERY, INC.

By *Jim C. Meyer*

STATE OF OKLAHOMA }
 }ss.
COUNTY OF OKLAHOMA }

On this 15th of June, 1999, before me personally appeared Reginald Parsons, to me personally known, who being duly sworn, did say that he is Owner of Regis Inn, LLC and that the said instrument was signed and sealed in behalf of said limited liability company by authority of its _____, and the said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Oklahoma City, Oklahoma, the day and year first above written.

Carolyn L. Phillippe
Notary Public

My Commission Expires:
July 31, 2002

STATE OF Okla. }
 }ss.
COUNTY OF Okla. }

On this 15th of June, 1999, before me personally appeared Jay W. Brockfield the personally known, who being duly sworn, did say that he is President of Oklahoma Bakery, Inc., that the seal affixed to this document is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Oklahoma City, Oklahoma, the day and year first above written.

Carolyn L. Phillippe
Notary Public

My Commission Expires:
July 31, 2002

