

DINOSAUR RESTAURANTS, LLC

TO

TROY INDUSTRIAL DEVELOPMENT AUTHORITY

LEASE AGREEMENT

Premises:
377 RIVER STREET, TROY, NEW YORK

Address and Tax Map Numbers:
377 River Street TMID No. 101.45-1-2

Benefits:
Sales and Use Tax Exemption
Mortgage Recording Tax Exemption
Real Property Tax Abatement

Dated as of August 1, 2009

**LEASE AGREEMENT
(Company to Authority)**

THIS LEASE AGREEMENT, dated as of the 1st day of August, 2009, by and between **DINOSAUR RESTAURANTS, LLC** (the "Company"), a Delaware limited liability company authorized to do business in New York State having offices at 234 West Genesee Street, Syracuse, New York 13202, and the **TROY INDUSTRIAL DEVELOPMENT AUTHORITY** (the "Authority"), a public benefit corporation of the State of New York, having its offices at One Monument Square, Troy, New York 12180.

W I T N E S S E T H:

The Company desires to rent to the Authority the real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto (the "Leased Premises") pursuant to the terms contained herein (this "Lease Agreement"), during the term of that certain leaseback agreement, dated as of the date hereof, by and between the Authority and the Company (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Authority the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. Warranty of Title. The Company warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. Rent. The Authority agrees that it will pay to the Company, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Authority shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Authority will surrender the Leased Premises to the Company pursuant to the terms and conditions of this Lease Agreement and the Leaseback Agreement in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Authority from, agrees that the Authority shall not be liable for, and agrees to indemnify, defend and hold the Authority and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Authority's financing, construction, renovation, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Authority, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party.

9. Subordination of Lease Agreement to Mortgage(s). The Authority agrees that this Lease Agreement shall be subordinate to all further mortgages hereafter placed on the Leased Premises with the consent of the Authority and any applicable mortgagee, but that under no circumstances shall the Authority be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 of a the Leaseback Agreement.

10. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Leased Premises and the leasehold estate of the Authority therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Authority or by a third party, by purchase or otherwise.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Authority: Troy Industrial Development Authority
 One Monument Square
 Troy, New York 12180
 Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Dinosaur Restaurants, LLC
234 West Genesee Street
Syracuse, New York 13202
Attn: John Stage

With a copy to: Hiscock & Barclay, LLP
50 Beaver Street
Albany, New York 12207
Attn: Oksana M. Ludd, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Authority contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Authority, and not of any member, officer, agent (other than the Company) or employee of the Authority in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Authority shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Authority contained hereby shall not constitute or give rise to an obligation of the State of New York (the "State") or of the City of Troy, New York, and neither the State of New York nor the City of Troy, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Authority, but rather shall constitute limited obligations of the Authority, payable solely from the revenues of the Authority derived and to be derived from the sale or other disposition of the Leased Premises (except for revenues derived by the Authority with respect to the Unassigned Rights (as such term is defined in the Leaseback Agreement)).

(c) No order or decree of specific performance with respect to any of the obligations of the Authority hereunder shall be sought or enforced against the Authority unless (i) the party seeking such order or decree shall first have requested the Authority in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Authority shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10)

days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Authority refuses to comply with such request and the Authority's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Authority an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Authority refuses to comply with such request and the Authority's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Authority and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

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IN WITNESS WHEREOF, the Company and the Authority have caused this Lease Agreement to be executed in their respective names; all as of the date first above written.

DINOSAUR RESTAURANTS, LLC

By: _____
Name:
Title:

TROY INDUSTRIAL DEVELOPMENT
AUTHORITY

By: 
Name: Sondra Little
Title: Executive Director

IN WITNESS WHEREOF, the Company and the Authority have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

DINOSAUR RESTAURANTS, LLC

By: 
Name: WUSA BRADDOCK
Title: CONTROLLER

TROY INDUSTRIAL DEVELOPMENT
AUTHORITY

By: _____
Name: Sondra Little
Title: Executive Director

Schedule A

Leased Premises

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with buildings and improvements thereon erected, if any, situate, lying and being in the Fourth Ward of the City of Troy, County of Rensselaer and State of New York, bounded and described as follows, to wit:

BEGINNING at a point located in the south right-of-way line of the Green Island Bridge, said Point of Beginning being further located the following two courses and distances from Point Number 47 of the East Pierhead and Bulkhead line for the Hudson River, as indicated and shown on a map entitled "Pierhead and Bulkhead Lines, Hudson River, New York, Waterfront to Hudson", Sheet No. 2, prepared by the New York State Army Corp of Engineers and dated May 8, 1934: North thirty-four degrees forty-nine minutes six seconds East ($N 34^{\circ} 49' 06'' E$), twenty-seven point sixty-nine feet (27.69') and South fifty-five degrees fifty minutes fifty-three seconds East ($S 55^{\circ} 50' 53'' E$), five point zero feet (5.0'); thence proceeding in an easterly direction in accordance with the True North Meridian as shown on the Monumentation Map-Uncle Sam Mall, dated February 5, 1973 and along the aforesaid South right-of-way line of the Green Island Bridge, South fifty-five degrees fifty minutes fifty-three seconds East ($S 55^{\circ} 50' 53'' E$), one hundred ninety-seven point sixty-eight feet (197.68') to a point; thence in a Southerly direction and along a curve having a radius of 78.00' and a central angle of fifty-four degrees fifty-eight minutes twenty-two seconds ($54^{\circ} 58' 22''$), an arc distance of seventy-four point eighty-four feet (74.84') to a point set in the West line of R.O.W. Dedication Parcel "J" thence in a Southerly direction and along the aforesaid West line of R.O.W. Dedication Parcel "J" south thirty-seven degrees ten minutes fourteen seconds West ($S 37^{\circ} 10' 14'' W$), one hundred eleven point fifty-eight feet (111.58') to a point set in the North line of Third Street; thence in a Westerly direction and along the North line of Third Street and further along a curve having a radius of 78.00' and a central angle of twenty-two degrees ten minutes thirty seconds ($22^{\circ} 10' 30''$), an arc distance of thirty point nineteen feet (30.19') to a point; thence continuing in a Westerly direction and along the aforesaid North line of Third Street, North eighty-one degrees twenty-seven minutes twenty seconds West ($N 81^{\circ} 27' 20'' W$), one hundred fifty five point zero feet (155.00') to a point; thence in a Southerly direction and along the West line of Third Street and further along a curve having a radius of 145.00' and a central angle of sixty-nine degrees thirty-five minutes twelve seconds ($69^{\circ} 35' 12''$), an arc distance of one hundred seventy six point ten feet (176.10') to a point; thence in a Westerly direction and along the North line of disposition Parcel 2; North sixty-eight degrees seven minutes zero seconds West ($N 68^{\circ} 07' 00'' W$), sixteen point forty-five feet (16.45') to a point; thence in a general Northerly direction and along the East line of a parcel of land (Disposition Parcel No. 27-A) conveyed to the City of Troy by deed dated January 18, 1982 and recorded in Book 1341, Page 910, the following four courses and distances: North thirty-eight degrees ten minutes forty-seven seconds East ($N 38^{\circ} 10' 47'' E$), twenty-eight point five feet (28.5'); North fifty-one degrees forty-nine minutes thirteen seconds West ($N 51^{\circ} 49' 13'' W$), nineteen point zero feet (19.00'); North thirty-eight degrees ten minutes forty-seven seconds East ($N 38^{\circ} 10' 47'' E$), three hundred twenty-feet (320'); and North thirty-four degrees forty-nine minutes six seconds East ($N 34^{\circ} 49' 06'' E$), twenty-eight point zero four feet (28.04') to a point, said point being the Point of Beginning. Being a parcel of land irregular in shape and containing in all 60,400 square feet or 1.387 acres. ALSO, being all of Disposition Parcel 27 as shown on a map prepared by Hoffman Engineers & Surveyors dated October 17, 1974 and last revised on August 23, 1984 entitled "Map of Disposition Parcel 27".