

MSP Kosher

Religious Lease

This Lease made and entered into this 21 day of DECEMBER, 2017, by and between Steve Silberfarb and Teddy Nahmias hereinafter referred to as ("Share Owners"), and Mary Labarre hereinafter referred to as ("Share Lessee").

WITNESSETH:

WHEREAS, Share Owners are currently the owners of a certain restaurant business known as Dunkin' Donuts and operating in the location(s) as described on Exhibit A; and

WHEREAS, Share Owners desire to observe the Halakhah concerning the prohibition against a Jew engaging in gainful employment on the Sabbath or certain holidays; and

WHEREAS, Share Lessee is willing to assist Share Owners in fulfilling the prohibition concerning working on the Sabbath and certain holidays by leasing from Share Owners the above described business on those days, and running said business and paying to Share Owners for such lease the rental agreed to herein; and

WHEREAS, each of the parties hereto recognize and agree that the sole and only purpose for entering into this Lease agreement is to permit Share Owners to observe the Halakhah;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

- (1) Leased Premises. Share Owners hereby lease to Share Lessee and Share Lessee hereby takes from Share Owners the business situated in the location(s) as more particularly set out and described in Exhibit A, attached hereto and made a part hereof as fully as though set out herein verbatim; together with all of the inventory equipment, fixtures, furnishings, goods, wares, design, decor, decorations, installations, appurtenances and personal property located therein and used in connection with the operation of the described business; it being however specifically understood and agreed that said Lease does not include any bank accounts of any kind, nature, or description belonging to Share Owners and used in connection with said business during the remainder of the time that said business is not otherwise operated by Share Lessee as lessee.


- (2) Commencement and Term. The term of this Lease shall commence on the date of the execution hereof and shall be effective as follows: to wit,
- (a) Beginning one-half hour before sundown on each and every Friday, during the term of this Lease and ending one-half hour after sundown on Saturday of each and every week; plus beginning one-half hour before sundown of the dates shown on Exhibit B as "Beginning Day", and ending one-half hour after sundown on such days as shown on Exhibit B as "Ending Day". It being the purpose and intention of this Lease that Share Owners shall lease to Share Lessee said business and premises one-half hour before the beginning of the Sabbath and ending one-half hour after the end of the Sabbath, or such additional days as are designated as religious holidays and set out on Exhibit B. Said Lease arrangement shall continue each week for such time as the parties may mutually agree, it being fully understood and agreed that such lease shall automatically terminate in accordance with paragraph (12) following, or either party may terminate such lease upon giving the other written notice of such termination, not less than 24 hours prior to the beginning of any day on which Share Lessee is to exercise Share Lessee's Leasehold rights and operate said business.
- (3) Rental. Share Lessee shall pay to Share Owners as rental for such Lease, a sum equal to 50% of the gross receipts earned by Share Lessee during the day or days Share Lessee shall be exercising rights over the Leased premises and operating said business. The remainder of such gross receipts shall be the sole and absolute property of Share Lessee. Payment by Share Lessee to Share Owners shall be accomplished by making appropriate accounting entries and Share Owners shall remit to Share Lessee the payment due, if any, within 30 day(s) after the same has been earned by Share Lessee.
- (4) Use of Premises. Share Lessee shall use said premises only for conducting the business established by Share Owners in accordance with all of the procedures and processes previously established by Share Owners for the operation of said business and Share Lessee shall make no changes either with regard to the manner in which the business is conducted, nor the prices for goods sold or services rendered, nor the salary or wages of any employee. Moreover, Share Lessee shall make no structural changes to said premises and shall exercise such care to see that no waste shall be committed upon said Leased premises while Share Lessee is operating said business.
- (5) Subletting. Share Lessee shall have no right to sublet either the business or the premises, or any part thereof, nor shall Share Lessee be permitted in any manner to encumber or burden said Lease or the Leased premises.

- (6) Services. Share Owners shall at its sole and own expense provide all services necessary to operate said business including but not limited to heat, water, air conditioning, electricity and garbage disposal at Share Owners' sole and own expense and Share Lessee shall be under no obligation to provide any such services. The cost for such services shall be included in the rental paid by Share Lessee to Share Owners as described in paragraph 3 above.
- (7) Indemnity Liability Insurance. Save and except for acts of willful or gross negligence committed by Share Lessee, Share Lessee shall assume no liability for the operation of said business or said premises and Share Owners shall indemnify and protect Share Lessee from any and all liability of any kind, nature, or description, unless such liability is occasioned by acts of the Share Lessee, which constitutes willful or gross negligence; and Share Owners shall be responsible at Share Owners' sole and own expense to provide all necessary insurance to protect against either liability or loss of any nature.
- (8) Operation of Business. During the day or days that the Share Lessee shall be actually operating said business, under the terms of this Lease, Share Owners shall exercise no management rights, nor shall in any manner engage in the operation of said business, provided however that Share Lessee shall conduct said business in full accord with the terms of this lease, including Article (4) above. Additionally, even with this Lease executed and in place, no foodstuffs can be prepared, cooked and/or baked from Friday at sundown until Saturday, one hour after Sundown (the Jewish Sabbath), or on any of the days listed on Exhibit B, if said foodstuffs are to be used for a catering function. Should any foodstuffs, in general, be prepared on the Jewish Sabbath or on any of the days listed in Exhibit B, Share Lessee agrees to ensure that they are not served on any other day of the week.
- (9) Notices. Any notice, demand, request, or other communication given hereunder or made by either party to the other shall be in writing and mailed by Certified Mail in a post-paid envelope addressed as follows:
- (a) If to Share Lessee: as shown on Exhibit C.
 - (b) If to Share Owners: as shown on Exhibit C.
- (10) Access to premises. Share Owners may enter the Lease premises at any reasonable time, on reasonable notice to Share Lessee, for purpose of inspection and to show the premises to prospective mortgagees or purchasers.
- (11) No representations. Neither party has made any representations or promises except as contained in this Lease.


(12) Automatic Termination. Each of the parties recognizes and agrees as to the true purpose of this Lease and the personal nature thereof. Should either party die or if married, file for any form of divorce or separation, this Lease shall automatically terminate. Furthermore, should either party be adjudicated a bankrupt, make a general assignment for the benefit of creditors or take the benefit of insolvency act, have a judgment lien entered in favor of another and against either party to this agreement or in any manner become indebted for the payment of any taxes of any kind, nature or description, this Lease shall automatically terminate at once.

(13) Entire agreement. This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

Dated this 21 day of Dec., 2017.



Share Owners



Share Lessee

MSP Kosher

Religious Lease

“EXHIBIT A”

DUNKIN’ DONUTS is located at:

7820 N. 42nd Ave

New Hope, MN 55427

MSP Kosher

Religious Lease “EXHIBIT B”

Passover

Beginning Day – Friday, March 30, 2018

Ending Day – Saturday, April 7, 2018

Shavuot

Beginning Day – Saturday, May 19, 2018

Ending Day – Monday, May 21, 2018

Rosh Hashanah

Beginning Day – Sunday, September 9, 2018

Ending Day – Tuesday, September 11, 2018

Yom Kippur

Beginning Day – Tuesday, September 18, 2018

Ending Day – Wednesday, September 19, 2018

Sukkot

Beginning Day – Sunday, September 23, 2018

Ending Day – Sunday, September 30, 2018

Shemini Atzeret

Beginning Day – Sunday, September 30, 2018

Ending Day – Monday, October 1, 2018

Simchat Torah

Beginning Day – Monday, October 1, 2018

Ending Day – Tuesday, October 2, 2018