GROUND LEASE

This Lease is made, executed and delivered as of the 21st day of October, 2004, by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 807 Center Avenue, Sheboygan, Wisconsin 53081 ("Landlord"), and Jomaji Salon & Spa, Inc., 3950 North 28th Street, Sheboygan, WI 53083 ("Tenant").

ARTICLE I
GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon, ("Premises").

Section 1.02. Term. The term of this Lease shall be for eighty-five (85) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is eighty-five (85) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 85th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord. The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at anytime that such provision is not adequately secured, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock space or mooring facilities adjacent to the premises.

ARTICLE II
RENT

Section 2.01. Rent. During the initial five-year period of this Lease, the rental for the land area shall be the sum of two thousand nine hundred ninety-four and 00/100 ($2,994.00) dollars per year payable in advance one-half (1/2) on January 31 and one-half (1/2) on June 30, with the first lease year's prorated payment payable at closing. On the anniversary date of each five-year period (i.e., first day of each five-year period), the Landlord may adjust this yearly rental to an amount which is equivalent to 1/20th of the then market value of said land area. (It is estimated that said land at the signing of this Lease has a market value of fifty-nine thousand eight hundred eighty-seven and 00/100 ($59,887.00) dollars. Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedure. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized, or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

ARTICLE III
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a two (2) story, shanty-type construction of approximately 3,704 square feet, at a Minimum Investment of $450,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the Architectural Design Criteria attached hereto as Exhibit "B". Within sixty (60) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "C" at the time of approval.

Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord

harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

All land disturbing construction activities and excavations on the Premises shall be conducted in accordance with the Wisconsin DNR Approved Material Handling & Engineered Barrier Plan for the former C. Reiss Coal Company Property, Harbor Centre South Pier Remediation and Redevelopment Project, dated May 19, 2003, a copy of which is attached hereto as Exhibit "D".

Subject to the provisions of Section 11.04, initial construction shall commence no later than December 31, 2004, and shall be substantially completed no later than May 31, 2005. In the event that such construction is not commenced or completed by Tenant within the aforesaid time periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

ARTICLE IV
MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including sidewalks and parking areas adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any

other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of the Premises in accordance with the approved Precise Implementation Plan (PIP). Prior to commencing work on landscaping, Tenant shall submit to Landlord for approval or disapproval the plans and specifications for such landscaping. Landlord shall approve or disapprove the plans and specifications within forty-five (45) days of the receipt thereof. If Landlord disapproves the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefor and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of landscaping work.

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) If, at anytime during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may, at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been

determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premise as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to eighty-five (85) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the

land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

ARTICLE VI
CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises solely for the purposes of operating consumer retail, service, restaurant and pub, or hospitalities/entertainment purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the Premises at all reasonable times for the purpose of inspecting the same.

Section 6.04. Notification of Position Openings. In accordance with sec. 66.1105(6c)(b), Wis. Stats., Tenant shall notify the Wisconsin Department of Workforce Development and the

local workforce development board established under 29 USC §2832, of any position to be filled by Tenant in Sheboygan County within one year after the commencement of this Lease. Tenant shall provide this notice at least two (2) weeks prior to advertising the position.

ARTICLE VII
INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than ten thousand and 00/100 ($10,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 ($1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 ($100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear. Landlord may from time to time during the term of this Lease require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance and stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

ARTICLE VIII
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenantable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the entire Premises.

Section 8.02. Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Premises untenantable, this Lease shall remain in full force and effect, with the exception that the rent shall be reduced in proportion to the area of the Premises lost by condemnation. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the area of the Premises lost by condemnation.

ARTICLE IX
DEFAULT

Section 9.01. Notice of Default to Tenant. Tenant shall not be deemed to be in default hereunder in the payment of rent or in the payment of any other charges or with respect to any other terms, covenants or conditions as herein required unless Landlord shall first give to Tenant thirty (30) days' written notice of such default, and Tenant fails to cure the default within thirty (30) days, or if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Tenant fails to commence to cure the default within thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.02. Tenant's Default. In the event of Tenant's default in the payment of rent or any other charges or with respect to any other terms, covenants or conditions as herein required, and Tenant's failure to cure, Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals

received from such re-letting under option (b), hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default and Landlord fails to cure the default within the thirty (30) days, or, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the

terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Section 10.01. Tenant's Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

(a) The aggregate total area of the Premises subject to sublease (whether by virtue of one or more subleases) shall not at any time exceed twenty-five percent (25%) of the total floor area of the Premises; and

(b) The term of the sublease shall not exceed the original term of this Lease; and

(c) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof; and

(d) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 11.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written between the parties hereto other than as herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 11.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 11.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 11.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 11.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

Redevelopment Authority of the
City of Sheboygan, Wisconsin
807 Center Avenue
Sheboygan, WI 53081
Attention: Executive Director

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

Jomaji Salon & Spa, Inc.
3950 North 28th Street
Sheboygan, WI 53083

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

_____
_____
_____
_____

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 11.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 11.09. Consent Not to be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 11.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the premises. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 11.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 11.12. Binding Effect. The covenants and agreements contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 11.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 11.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 11.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:
REDEVELOPMENT AUTHORITY
OF THE CITY OF SHEBOYGAN, WI

By: _____
Michael Leibham
Chairperson

Attest: _____
Paulette Enders
Executive Director

TENANT:
JOMAJI SALON & SPA, INC.

By: _____

By: _____

This document consists of sixteen (16) pages including the following attestation page.

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this 21st day of October, 2004, before me personally appeared Michael Leibham and Paulette Enders, to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Chairperson and Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate named in and which executed the foregoing Ground Lease, and that the seal affixed to the Ground Lease is the corporate seal of said corporation, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Michael Leibham and Paulette Enders acknowledged before me the Ground Lease to be the free act and deed of said corporation.

Notary Public-Sheboygan County
My commission (is) permanent
(expires) _____

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this 21st day of October, 2004, before me personally appeared John Kuethen and Marion Kuethen, to me known to be the persons described in and who executed the foregoing Ground Lease and acknowledged before me that they executed the same as their free act and deed.

Notary Public-Sheboygan County
My commission (is) permanent
(expires) _____

This instrument was drafted by
Attorney Stephen G. McLean
WI State Bar No. 01011662

ls/jmjgrndlsbyplte

EXHIBIT A

GROUND LEASE LEGAL DESCRIPTION

Part of Lot 2, South Pier Subdivision, City of Sheboygan, Sheboygan County, Wisconsin: commencing at the Northwest corner of Lot 2 South Pier Plat located in the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin; thence South 22°48'04" West along the West line of said Lot 2 100.90 feet to the point of beginning, thence continue along the West line of said Lot 2 62.77 feet, thence South 60°43'10" East 91.06 feet to a point on the West line of South Pier Drive. Thence Northeasterly 62.39 feet along the arc of a curve having a radius of 493.00 feet and a chord bearing North 30°35'16" East 62.34 feet, thence North 60°41'41" West 99.57 feet to the point of beginning. Said tract contains 5,988 square feet or 0.14 acres.

lgls/jomajigmdls