



MISC 2004062156



MAY 14 2004 10:25 P 4

Tustin, CA 92780
Attention: Real Estate Department

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
5/14/2004 10:25:40.25



2004062156

SPACE ABOVE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made as of the 7 day of May, 2004, by and between REALTY TRUST GROUP, INC., a Delaware corporation, as Trustee, pursuant to that certain Realty Trust Agreement dated May 12, 2000 (as "Landlord"), and SWH CORPORATION, a California corporation, d/b/a Mimis Cafe (as "Tenant").

RECITALS

WHEREAS, Landlord owns that certain real property (the "Premises") located in the City of Omaha, County of Douglas, State of Nebraska, which Premises are more particularly described as:

LOT 1, VILLAGE POINTE REPLAT TWO, a subdivision in Douglas County, Nebraska, according to the recorded plat thereof; and

WHEREAS, Landlord and Tenant have entered that certain Sale-Leaseback Lease (the "Lease") dated April 14, 2004, whereby Landlord has leased the Premises to Tenant for Tenant's exclusive use and occupancy thereof, together with (and subject to) certain non-exclusive easements for pedestrian and vehicular ingress and egress and for parking created by that certain Declaration of Reciprocal Easements, Covenants and Restrictions dated June 23, 2003, filed July 2, 2003, as Instrument 2003-128568, as modified by that certain Supplemental Agreement dated April 8, 2003, filed July 2, 2003, as Instrument No. 2003-128564, and as further modified by that certain First Amendment of Declaration of Reciprocal Easements, Covenants and Restrictions dated May ____, 2004, filed May 14, 2004 as Instrument No. 2004 06 2137 (as so modified, the "ECR"); and

WHEREAS, the Lease provides for the recordation of this Memorandum.

min 20⁵⁰
1 4 FEE _____ FB _____
BKP _____ C/O _____ COMP MB
DEL _____ SCAN _____ FV _____

T-0478621

-41-

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

1. The term of the Lease is for twenty (20) years, commencing on the commencement date described in the Lease.

2. Tenant has the right to extend the term of the Lease for up to three (3) renewal terms of five (5) years each.

3. Tenant has the benefit of an exclusive use restriction as set forth in Section 9.3 of the Lease.

4. Reference is particularly made to Article 2 of the Lease, which states in part: "The interest being leased to Tenant by Landlord includes all beneficial real property interests appurtenant to the Premises, if any, including, but not limited to, all non-exclusive easements appurtenant to the Premises in, over and across the common areas of the Shopping Center for the parking of vehicles and for the ingress and egress of both pedestrians and vehicles to and from the Premises, and to and from the streets adjacent to the Shopping Center, and over and upon the parking areas within the Shopping Center. Landlord covenants, represents and warrants to Tenant that in the event Landlord desires to construct any improvements within the Shopping Center other than as shown on Exhibit "B", or in the event Landlord desires to change the design, layout and features of the improvements depicted on the Site Plan and the Premises Plan, Landlord shall obtain Tenant's approval thereof, which approval shall not be unreasonably withheld, so long as such improvements or alterations do not diminish parking available to Tenant and Tenant's employees, agents, contractors and invitees, do not diminish access to and from the Premises, do not diminish visibility of the Premises and do not interfere with Tenant's use of the Premises. Notwithstanding the foregoing, Landlord shall make no material physical changes to or closures of any portion of the Common Areas without first obtaining Tenant's prior written consent, which consent may be withheld in Tenant's sole and absolute discretion."

5. The addresses for Landlord and Tenant for purposes of notice are as follows:

Landlord:	Realty Trust Group, Inc. 2300 S. 48 th Street, Suite 1 Lincoln, Nebraska 68506 Attention: Robert Weigel
Tenant:	SWH Corporation 17852 East 17 th Street South Building Suite 108 Tustin, California 92780 Attention: Real Estate Department
With a Copy to:	SWH Corporation 17852 East 17 th Street

South Building Suite 108
Tustin, California 92780
Attn: Roger H. Tefft, Esq.

6. The purpose of this Memorandum is to provide record notice of the existence of the Lease and the particulars of certain provisions thereof. Any conflict between this Memorandum and the Lease shall be resolved in favor of such provision of the Lease.

7. Landlord and Tenant may execute and acknowledge this Memorandum in counterpart, and such various signature pages may be collated together to form a single instrument.

8. This Memorandum shall run with the land and shall be binding upon the respective successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first set forth above.

LANDLORD:

Realty Trust Group, Inc.,
a Delaware corporation,
as Trustee pursuant to that certain
Realty Trust Agreement dated May 12, 2000


By:  _____

Print Name: Robert Weigel

Its: President

TENANT:

SWH Corporation,
a California corporation

By:  _____

Print Name: Edward T. Bartholomy

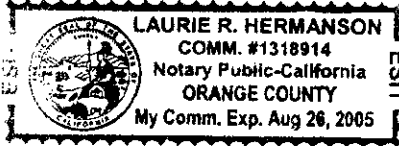
Its: Treasurer

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On May 7, 2004, before me, Laurie R. Hermanson personally appeared Edward T. Bartholmey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

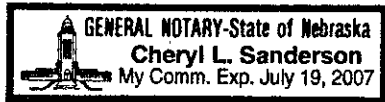


Laurie R. Hermanson
Notary Public in and for said
County and State

STATE OF Nebraska)
)ss
COUNTY OF Lancaster)

On May 10, 2004, before me, _____, personally appeared Robert Weigel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.



Cheryl L. Sanderson
Notary Public in and for said
County and State