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Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

7/31/2008 10:56:22.60



2008075574

This instrument prepared by
or under the supervision of
(and after recording should
be returned to):

Name: Danielle Gonzalez, Esquire
Address: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Phone: 305-579-0633

MEMORANDUM OF LEASE

Store #3934

THIS MEMORANDUM OF LEASE is made and entered into this 16th day of July, 2008, by and between BURGER KING CORPORATION, a Florida corporation ("Tenant") and SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership ("Landlord").

W H E R E A S:

A. Landlord is the owner of that certain real property located in Douglas County, Nebraska, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "**Property**").

B. Landlord and Tenant have entered into a lease dated as of the date hereof, for the leasing of the Property (the "**Lease**").

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NTC-Commercial #6046382

C. Landlord and Tenant desire to place all persons to whom these presents may come upon notice of the existence of the Lease.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. All persons are hereby placed on notice of the execution and existence of the Lease by and between Landlord and Tenant.

3. The Lease provides for an initial term of twenty (20) years commencing on the date hereof, and terminating twenty (20) years hereafter, together with four (4) additional consecutive renewal option(s) of five (5) years each.

4. The Lease provides that no property presently or hereafter owned, leased or controlled by Landlord within fifteen hundred (1500) feet of the Property shall be sold, leased, used or occupied during the term of the Lease or any extensions thereof for a quick service restaurant whose primary menu item is hamburgers. Such restriction does not apply to the use of adjacent property for quick service restaurants whose primary menu items are not hamburger.

5. Tenant has a right of first refusal with respect to the Property, or any larger tract of land of which the Property may be a part, pursuant to Section 20 of the Lease.

6. The rights of Tenant as a tenant under the Lease and this Memorandum shall expire for all purposes and be of no further force and effect either upon: (i) the expiration of the term of the Lease, together with all applicable renewal periods, or (ii) the recording of a written instrument terminating or releasing this Memorandum, executed by both Landlord and Tenant, whichever is earlier. Upon such termination, no person who comes upon these presents shall be charged with any notice of the provisions hereof.

7. The terms of this Memorandum may only be modified or amended by an instrument in writing, fully executed by Landlord and Tenant.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the day and year first above written.

WITNESSES:

Janal Casaroff

Simmonds Properties Ltd, a Nebraska limited Partnership

By: Simmonds Restaurant Management, Inc.
General Partner

Yvonne Daurette

By:

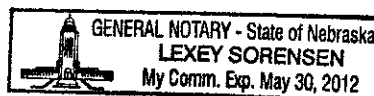
Michael H. Simmonds
Michael H. Simmonds
President and CEO
LANDLORD

STATE OF NEBRASKA
COUNTY OF DOUGLAS

BEFORE ME, the undersigned authority, personally appeared Michael H. Simmonds to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of Simmonds Restaurant Management, Inc., General Partner of Simmonds Properties Ltd., and acknowledged to and before me that he/she executed such instrument on behalf of said limited partnership, and that said instrument is the free act and deed of said limited partnership.

WITNESS my hand and official seal this 15th day of July, 2008.

Lexey Sorensen
Notary Public
My Commission Expires: 5-30-2012



TENANT:

Witnessed by:

Sarah Cavanagh
Print Name: Sarah Cavanagh

BURGER KING CORPORATION,
A Florida corporation

By: Steve Rafferty
Name: Steve Rafferty
Title: Vice President

[CORPORATE SEAL]

Lindsay C Doucette
Print Name: Lindsay C Doucette

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 15th day of July, 2008 by Steve Rafferty as Vice President of Burger King Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced Vice President as identification.

My commission expires:
5-30-2012

Lexey Sorensen
Notary Public, State of Nebraska
[Notarial Seal]

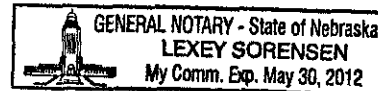


EXHIBIT A

Legal Description

The West 233.00 feet of the East 250.00 feet of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

EXCEPT the South 72.00 feet of the West 233.00 feet of the East 250.00 feet of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

And EXCEPT the North 15.1 feet of the West 233.00 feet of the East 250.00 feet of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with non-exclusive easement rights appurtenant thereto as established by Easement Agreement dated October 5, 1983 and recorded October 7, 1983 in Book 698, Page 46 of the Misc. Records of Douglas County, Nebraska.