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ADAMS COUNTY, NE
FILED
INST NO 20130022
Date Jan 03, 2013 Time 01:12 PM
Janice D. Johnson
REGISTER OF DEEDS
ELECTRONICALLY RECORDED

NO
CORP.
SEAL

NUM Allen Second Sub
RD. COMP X rd 2:41
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PREPARED BY AND RETURN TO:
KUTAK ROCK LLP
ATTN: NATHAN P. HUMPHREY, ESQ.
1801 CALIFORNIA STREET, SUITE 3100
DENVER, CO 80206

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed as of December 28, 2012 and made effective as of December 21, 2012 (the "Effective Date"), by and between **STORE INVESTMENT CORPORATION**, a Delaware corporation] ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and **RMH FRANCHISE CORPORATION**, a Kansas corporation ("Lessee"), whose address is 1701 Windhoek Drive, Lincoln, NE 68512.

Recitals

Lessor and Lessee entered into that certain Lease Agreement (the "Lease") dated as of December 11, 2012, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Effective Date and expires on December 31, 2032, unless extended as provided below or terminated sooner as provided in the Lease.
2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

4816-4859-5218.1
STORE/Concord (Applebee's)
Memo of Lease -NE
2303 Osborne Drive West, Hastings, NE 68901
File No. 7210/02-81.21

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3. Except as otherwise expressly provided in the Lease, Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor.

4. Any addition to or alteration of the Property shall automatically be deemed part of the Property and belong to Lessor.

5. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

6. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

7. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

8. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date set forth above.

STORE INVESTMENT CORPORATION, a
Delaware corporation

By: *Michael T. Bennett*

Name: Michael T. Bennett
Executive Vice President

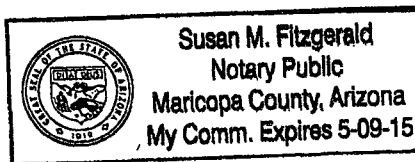
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on December 18,
2012 by Michael T. Bennett as EVP of **STORE
INVESTMENT CORPORATION**, a Delaware corporation, on behalf of the company.

Susan M. Fitzgerald
Notary Public

My Commission Expires:
5-9-15



IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date set forth above.

LESSEE:

RMH FRANCHISE CORPORATION, a Kansas corporation

By: *[Signature]*
Name: Daniel J. Jirich
Title: Secretary

STATE OF District of Columbia: SS
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on December 18, 2012 by Daniel Jirich, as Secretary of RMH FRANCHISE CORPORATION, a Kansas corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

6/30/2013

Yolanda Brown
Notary Public, District of Columbia
My Commission Expires 6/30/2013

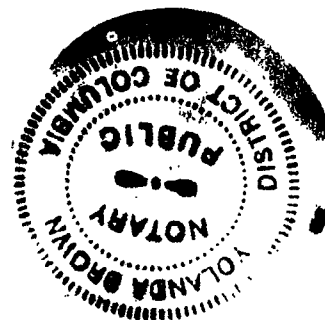


EXHIBIT A
PROPERTY

2303 Osborne Drive West, Hastings, Nebraska (Applebee's Store #77010)

Lot Three (3), Block One (1), Allen Second Subdivision, in the City of Hastings, Adams County, Nebraska.

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