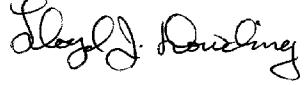



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REGISTER OF DEEDS


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Re: Muy Mucho Group LP, Loan #'s 01-4340144741-0001995216 & 01-4340144741-0001995232
Chili's #30
7865 South 84th Street
LaVista (Sarpy County), Nebraska

MASTER LANDLORD'S CONSENT

THIS MASTER LANDLORD'S CONSENT ("**Agreement**") is made by **JL HOLDINGS IV, LLC** ("**Master Landlord**"), a Delaware limited liability company doing business in Nebraska as "Delaware JL Holdings IV, LLC" and the successor in interest to Sydran Holdings VII, LLC and Sydran Food Services III, L.P., in favor of **REGIONS FINANCIAL CORPORATION** (together with its successors and assigns, the "**Administrative Agent**"), whose address is 1111 W. Mockingbird Lane, Suite 830, Dallas, Texas 75247.

RECITALS

WHEREAS, Master Landlord is the current lessee under that certain Ground Lease dated as of May 12, 1999 (the "**Prime Lease**"), by and between Master Landlord and Brentwood Crossing Associates ("**Prime Landlord**"), pertaining to the real property commonly known as 7865 South 84th Street, LaVista, Nebraska 68128 and as described in **Exhibit A** which is attached hereto and incorporated herein by this reference (the "**Premises**");

WHEREAS, Master Landlord is the current lessor under the following (collectively, the "**Lease**"):

- a) that certain "**Lease**" dated as of December 17, 1999,
- b) that certain "**Amendment to Lease**" dated as of June 29, 2000, and
- c) that certain "**Second Amendment to Lease**" dated as of November 15, 2001,

by and between Master Landlord, successor-in-interest to Sydran Holdings VII, LLC, and Brinker Restaurant Corporation, a Delaware corporation, successor-in-interest to Sydran Food Services, III, L.P. (as "**Sub-Lessor**"), pertaining to the Premises;

WHEREAS, Sub-Lessor has subleased the Premises to Muy Mucho Group, LP ("**Subtenant**"), a Texas limited partnership pursuant to that certain Sublease Agreement ("**Sublease**") dated as of December 10, 2009, by and between Sub-Lessor and Subtenant.

WHEREAS, Subtenant has entered into financing arrangements under a credit agreement, an assignment of lease, a leasehold mortgage, a leasehold deed to secure debt or a leasehold deed of trust (as same may be amended, extended, renewed, restated or consolidated) with Administrative Agent for its benefit and the ratable benefit of Administrative Agent and other lenders (collectively, with their respective successors and assigns, the "**Lenders**") and, as a condition to Lenders' loan to Subtenant, Lenders require liens and security interests on all of Subtenant's interest in the Sublease, Subtenant's right to use the Premises under the Sublease and all of Subtenant's property including, without limitation, trade fixtures, equipment, inventory and operating licenses and permits now or at any time hereafter located on or used in connection with the Premises (collectively, the "**Collateral**").

NOW, THEREFORE, in order to induce Lenders to make such loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Master Landlord agrees as follows:

AGREEMENT

- 1) Master Landlord represents that:
 - a) it is the current lessee of the Premises under the Prime Lease;
 - b) the Prime Lease is in full force and effect and has not been amended, supplemented or modified,
 - c) it is the current owner of the lessor's interest under the Lease,
 - d) the Lease is in full force and effect and has not been amended, supplemented or modified except as set forth in **Schedule A** attached hereto.
 - e) the Sublease does not violate any of the provisions of the Lease and
 - f) to the best of its knowledge, there are currently no defaults under the Prime Lease or the Lease.
- 2) Master Landlord consents to the execution and performance by Subtenant of a leasehold mortgage, a leasehold deed to secure debt, an assignment of lease, deed of trust or other security agreement, and any and all extensions, renewals and amendments thereto, in favor of Administrative Agent for its benefit and the ratable benefit of the Lenders of Subtenant's interest in the Sublease and acknowledges Administrative Agent's security agreement with respect to the other Collateral (collectively, the "***Security Documents***"), and Master Landlord agrees that the execution and performance of the Security Documents by Subtenant and Administrative Agent will not constitute a default under the Lease.
- 3) Master Landlord waives any and all liens and privileges that it may have with respect to the movable (personal) property of Subtenant located on or about the Premises.
- 4) Subject to Paragraph 6 hereof, Master Landlord shall use commercially reasonable efforts to notify Administrative Agent in writing upon the occurrence of any default of the Lease by Sub-Lessor and to allow Administrative Agent to cure any Sub-Lessor default of the Lease, in each case, in the manner provided in the Lease; provided, however, that no failure to give any such notice shall create any liability of Master Landlord to any of Administrative Agent, any of Lenders, Sub-Lessor or Subtenant or their successors and assigns.
- 5) So long as Master Landlord is the lessee under the Prime Lease, if Subtenant defaults on its obligations to Administrative Agent and Administrative Agent undertakes to enforce its security interest in the Collateral, Master Landlord will permit Administrative Agent and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral provided:
 - a) Master Landlord receives the rental and other amounts due under the Lease for the period of time Administrative Agent uses the Premises,
 - b) any damages to the Premises caused by removal of the Collateral are repaired,
 - c) the exercise of such right by Administrative Agent and its agents is undertaken with the consent of Sub-Lessor,
 - d) no auction or other sale of any of the Collateral is undertaken at or on the Premises and
 - e) such use is undertaken only after Administrative Agent provides Master Landlord with written notice of such use and proof of liability insurance consistent with the requirements of the Lease covering such use and naming Master Landlord as an additional insured.
- 6) In the event of the termination of the Lease by Master Landlord for any reason other than the breach or default by Subtenant in the performance of the obligations of Subtenant under the Sublease:
 - a) so long as all delinquent rent and other curable defaults under the Lease are remedied by Subtenant within twenty (20) days of Master Landlord's written notice to Subtenant of termination of the Lease (but excluding any obligations relating to the lease of any properties other than the Premises); and
 - b) so long as Subtenant is not in material default, beyond any period given to Subtenant to cure a default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Sublease (including,

without limitation, the provisions of the Lease which Subtenant is required to perform or comply with pursuant to the provisions of the Sublease),

then, Subtenant's possession of the Premises and Subtenant's rights and privileges under the Sublease, including any extensions or renewals, will not be diminished or interfered with by Master Landlord during the term of the Sublease or any extensions or renewals. Notwithstanding anything to the contrary set forth above, Master Landlord's obligations under this Section shall be subject to any obligations of Master Landlord to give Sub-Lessor or any lender of Sub-Lessor a new lease for the Premises and Master Landlord's continuing ownership of the lessee's interest under the Prime Lease.

- 7) In the event of the termination of the Lease, then Subtenant shall be bound to Master Landlord and shall attorn to Master Landlord under the terms and provisions of the Sublease (including, without limitation, the provisions of the Lease which Subtenant is required to perform or comply with pursuant to the provisions of the Sublease) for the balance of the remaining term, including any extensions or renewals, with the same effect as if Master Landlord were the landlord under the Sublease.
- 8) Master Landlord hereby agrees that:
 - a) Without the further consent of Master Landlord, Administrative Agent or one or more of the Lenders may acquire or obtain an assignment of the interest of Subtenant under the Sublease by (i) judicial or non-judicial foreclosure, (ii) assignment in lieu of foreclosure, or (iii) Administrative Agent or one or more of the Lenders obtaining a new lease pursuant to Paragraph 8 of this Agreement.
 - b) Master Landlord hereby agrees that, after any assignment to or acquisition by Administrative Agent or Lender of the Subtenant's interest under the Sublease, as provided for in 8a) above, any subsequent assignment of the Sublease by the Administrative Agent or Lender to a "Permitted Assignee", as such term is defined in Section 20(d)(ii) of the Lease and as provided in Section 20(d)(iv) of the Lease, shall not require the consent of Master Landlord.
 - c) Any subsequent assignment of the Sublease after any assignment to or acquisition by Administrative Agent or Lender as provided for in 8a) above to an entity other than one described in 8b) above may be made only with the written consent of Master Landlord, which consent will not be unreasonably conditioned, withheld or delayed; provided, however, that the consent of Master Landlord's lenders shall be required as a condition of such assignment of the Sublease.
 - d) In the event that the Administrative Agent or any Lender has succeeded to the rights of the Subtenant under the Sublease, then the Administrative Agent or any such Lender shall be entitled to assign its interest under the Sublease in accordance with 8a) and 8b) above and, upon such assignment, the assigning Administrative Agent or Lender shall be relieved of obligations under the Sublease to the extent related to periods of time from and after the date of such assignment.
- 9) Master Landlord agrees that insurance proceeds and eminent domain or condemnation awards or damages shall be paid and applied in accordance with the applicable provisions of the Lease.
- 10) Any notice(s) required or desired to be given hereunder to Administrative Agent shall be directed to:

Regions Financial Corporation
Attn: Brad Campbell, VP and Relationship Manager and Brian Studey, Credit Underwriter
1111 W. Mockingbird Lane, Suite 830
Dallas, Texas 75247

with reference to Muy Mucho Group, LP, Loan #'s 01-4340144741-0001995216 & 01-4340144741-0001995232, Chili's #30, 7865 South 84th Street, LaVista, Nebraska 68128, and shall be sent by a regularly scheduled overnight delivery carrier with delivery fees prepaid. The agreements contained herein may not be modified or terminated orally and shall be binding upon Master Landlord and its successors and assigns and shall inure to the benefit of Administrative Agent and its successors and assigns.

- 11) The agreements contained herein shall continue in full force and effect until all of Subtenant's obligations and liabilities to Lenders are paid and satisfied in full and all financing arrangements between Lenders and Subtenant have been terminated.

- 12) The delivery of this Agreement to Master Landlord for signature shall satisfy any requirement in the Lease or otherwise that Master Landlord be provided with notice of Lenders' interest in the Sublease and Collateral.
- 13) The Recitals herein are hereby incorporated into the Agreement herein as though set forth in full.
- 14) The provisions of this Agreement are conditioned upon the consent of Master Landlord's existing lenders to the execution of this Agreement by Master Landlord, and Master Landlord agrees to confirm such consent to Administrative Agent in writing upon receipt by Master Landlord.
- 15) The effectiveness of this instrument shall be conditioned upon Administrative Agent, Sub-Lessor or Subtenant reimbursing Master Landlord:
 - a) for the reasonable fees and expenses of Master Landlord's counsel in connection with this instrument, and
 - b) the reasonable fees and expenses imposed on Master Landlord by Master Landlord's lenders in connection with this instrument, as specified in writing by Master Landlord.

Master Landlord agrees to confirm receipt of such reimbursement to Administrative Agent in writing upon receipt by Master Landlord.

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IN WITNESS WHEREOF, Master Landlord has executed this Agreement as of April 12, 2010, at Newport Beach, California.

MASTER LANDLORD:

JL HOLDINGS IV, LLC,
a Delaware limited liability company
doing business in Nebraska as "Delaware JL Holdings IV, LLC"

By: Jaylor Holdings IV, LLC,
a Nevada limited liability company
Its: Manager

By: 
Kenneth A. Freed, President

Address:
c/o Jaylor Services, Inc.
4695 MacArthur Court, Suite 1100
Newport Beach, CA 92660
Attn: Kenneth A. Freed

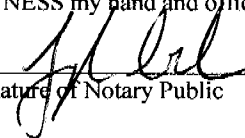
STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On April 15, 2010, before me, Jacqueline Bohline,
personally appeared **KENNETH A. FREED**, who proved to me on the basis of satisfactory evidence to be the person(~~s~~)
whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity
upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

(Place Notary Seal Below)

WITNESS my hand and official seal.


Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Lot 6, Brentwood Crossing, an Addition to the City of LaVista, in Sarpy County, Nebraska.

Common Address: 7865 South 84th Street, LaVista, Nebraska 68128

SCHEDULE A

1. **Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
2. **Memorandum of Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
3. **Assignment and Assumption of Lease and Conveyance of Building** dated December 17, 1999, by and between Sydran Food Services III, L.P. and Sydran Holdings VII, LLC.
4. **Amendment to Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
5. **Memorandum of Amendment of Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
6. **Assignment and Assumption of Lease** dated effective November 15, 2001, by and between Sydran Food Services III, L.P. and Brinker Restaurant Corporation.
7. **Second Amendment to Lease** dated effective November 15, 2001, by and between Sydran Holdings VII, LLC and Brinker Restaurant Corporation.
8. **Notice Letter** dated November 15, 2001, regarding assignment of December 17, 1999 lease.
9. **Notice Letter** dated July 11, 2005, regarding change of Landlord from Sydran Holdings VII, LLC to Jaylor Holdings IV, LLC.
10. **Assignment and Assumption of Ground Lease and Sublease and Conveyance of Building** dated as of June 29, 2006, between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.
11. **Notice Letter** dated July 13, 2006, regarding change of Landlord from Jaylor Holdings IV, LLC to JL Holdings IV, LLC.
12. **Notice Letter** dated August 31, 2007, regarding change of Landlord address for notice.