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FILED

BOOK 2008 PAGE 5415

2008 SEP 25 PM 2: 33

Carol Rivera
DODGE COUNTY REGISTER OF DEEDS
COMPARE INDEX FEE \$ 30.50

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

AMENDMENT TO MEMORANDUM OF LEASE
Store #9490

THIS AMENDMENT TO MEMORANDUM OF LEASE ("Amendment to Memorandum") is made and entered into this 16 day of July, 2008, by and between ELAINE SUE CHAN ("Lessor") and BURGER KING CORPORATION, a Florida corporation ("Lessee").

WHEREAS:

A. Lessor is the owner of certain real property located at 2005 East 23rd Avenue South, Fremont, Nebraska 68025, and commonly referred to as Burger King Store No. 9490, more particularly described in Exhibit A to the Memorandum (as defined below) and also attached hereto as Exhibit A (the "Property").

B. Lessor and Lessee are the current parties to that certain Lease dated March 31, 2006, as affected by that certain Assignment and Assumption of Lease, Assignment of Unconditional Guaranty of Payment and Performance, and Assignment of Limited Recourse Guaranty, dated March 12, 2008, by and between GE Capital Franchise Finance Corporation, a Delaware corporation, as assignor, and Lessor as assignee, and as subsequently affected by that

NTC Commercial 6046393

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certain Assignment and Assumption of Leasehold Estate dated of even date herewith, by and between SR of Iowa, L.L.C., an Iowa limited liability company, as assignor, and Lessee, as assignee (collectively, the "**Lease**"), with respect to the Property.

C. The Lease is evidenced by that certain Memorandum of Lease recorded on April 11, 2006, in Official Records Book 2006 at Page 2401, of the Public Records of Dodge County, Nebraska (the "**Memorandum**").

D. Lessor and Lessee have amended the Lease pursuant to that certain Amendment to Lease of even date herewith (the "**Lease Amendment**," and together with the Lease, collectively, the "**Amended Lease**").

E. Lessor and Lessee desire to place all persons to whom these presents may come upon notice of the existence of the Lease, as it shall be amended by the Lease Amendment.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Defined Terms. All initial capitalized terms used in this Amendment to Memorandum shall have the same meaning as set forth in the Amended Lease, unless otherwise provided.
3. Memorandum Section 2. The number "210" in Section 2 of the Memorandum is hereby deleted and replaced with "180."
4. Effect of Amendment. Except as specifically modified hereby, all of the provisions of the Memorandum which are not in conflict with the terms of this Amendment to Memorandum shall remain in full force and effect.
5. Amendments. The terms of the Memorandum, as amended by this Amendment to Memorandum, may only be modified or amended by an instrument in writing, fully-executed by Lessor and Lessee, and recorded in the public records in which the Property is located.
6. Execution and Counterparts. This Amendment to Memorandum may be executed in counterpart originals, each of which when taken together shall be deemed an original and shall constitute one and the same instrument.

[Signatures Begin On Next Page]

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

WITNESSES:

LESSOR:

Martin B. Fenster
Printed Name: MARTIN B. FENSTER

Elaine Sue Chan
Elaine Sue Chan

Wayne C. Chan
Printed Name: WAYNE C. CHAN

7/11/2008

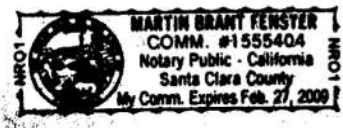
STATE OF CALIFORNIA)
) ss:
COUNTY OF SANTA CLARA)

The foregoing instrument was acknowledged before me this 11th day of July, 2008 by Elaine Sue Chan. She is personally known to me or produced _____ as identification.

Martin Brant Fenster

Notary Public, State of _____
[Notarial Seal]

My commission expires:
February 27, 2009



Witnessed by:
Helen Bell
Print Name: Helen Bell

LESSEE:

BURGER KING CORPORATION,
A Florida corporation

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

[CORPORATE SEAL]

Sarah Cavanaugh
Print Name: Sarah Cavanaugh

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 _____ as identification.

My commission expires:

Lindsay C. Doucette
Notary Public, State of Nebraska
[Notarial Seal]

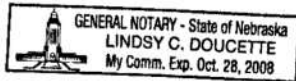


EXHIBIT A

Store #9490

Legal Description

[See Attached]

MIA.180,116,293v2.7-9-08.004293.101800

LEGAL DESCRIPTION

That portion of Lot 1, Block 1, Howard Williams Fifth Addition, an Addition to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 1 monumented with a 5/8" rebar; thence North 89 degrees 31 minutes 10 seconds West (assumed bearings) for 241.72 feet along the South line of said Lot 1 to a 5/8" rebar; thence North 00 degrees 02 minutes 29 seconds East for 287.47 feet along a line that is parallel with and 237.00 feet East of the West line of said Lot 1 to a chiseled "x" on the South right of way line of East 23rd Avenue South; thence along said South right of way line for the following four (4) courses; 1) thence South 87 degrees 42 minutes 07 seconds East for 92.08 feet to a star drill hold with chiseled V; 2) thence along a curve to the right having a radius of 90.00 feet and a long chord bearing South 56 degrees 10 minutes 33 seconds East for 49.82 feet, for an arc length of 50.48 feet to a 1/2" rebar; 3) thence along a curve to the left having a radius of 91.00 feet and a long chord bearing South 64 degrees 51 minutes 01 seconds East for 76.50 feet, for an arc length of 78.95 feet to a 1/2" rebar; 4) thence along a curve to the right having a radius of 40.01 feet and a long chord bearing South 51 degrees 52 minutes 19 seconds East for 49.37 feet, for an arc length 53.20 feet to a 1/2" rebar on the West right of way line of Cedar Street; thence South 00 degrees 00 minutes 30 seconds East for 195.08 feet along said West right of way line to the point of beginning.

STORE 9490

MIA 180,130,205v1 7-10-08
