

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into this 24 day of June, 1993, by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Landlord") and MAIN ST. MIDWEST, INC., a Kansas corporation ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord is the owner of certain real property located in the City of Omaha, County of Douglas, Nebraska (the "Land");

WHEREAS, the Land is improved with a regional shopping center known as Westroads Shopping Center (the "Center");

WHEREAS, Landlord entered into that certain lease dated December 20, 1991 (as amended from time to time, the "Lease") with Kansas City Cafe Company/Omaha, a Kansas corporation ("Assignor"), wherein Landlord leased and demised to Assignor approximately 7,265 square feet within the Center and designated as space #3240, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Demised Premises"), together with such rights and obligations as are more fully set forth in the Lease;

WHEREAS, Assignor has assigned all of its rights and obligations under the Lease to Tenant and Tenant has assumed all of Assignor's rights and obligations under the Lease; and

WHEREAS, Landlord and Tenant desire to memorialize in the real estate recording records of Douglas County, Nebraska the existence of the Lease which affects the Demised Premises and execute this Memorandum for such purposes.

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby memorialize the following:

1. Landlord has demised the Demised Premises to Tenant, as assumed from Assignor, for the remainder of the term of the Lease, which will expire on December 31, 2012, unless extended in accordance with the Lease. A certificate executed by Landlord and Tenant and recorded in the real estate records of Douglas County, Nebraska stating that the Lease has been terminated or expired in accordance with its terms shall be deemed conclusive evidence of such expiration and may be relied upon by any interested party. Tenant hereby appoints Landlord as its attorney in fact for the purpose of executing the aforementioned certificate.
2. Any assignment or sublease of the Demised Premises in accordance with the Lease shall not impair or affect in any way this Memorandum. The rights of Landlord and Tenant in and to the Demised Premises shall be governed by the Lease.
3. All rents, charges, reimbursements and all other terms and conditions of the Lease are as set forth in the Lease. This Memorandum is intended for notice purposes only and shall not be deemed to nor shall it expand or limit the rights and/or obligations of the Landlord and Tenant under the Lease.

4. This Memorandum shall be binding upon and inure to the benefit of Landlord and Tenant and each of their respective successors, assigns and/or legal representatives.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

BY: CENTERMARK PROPERTIES, INC., a Missouri corporation, its managing agent

[CORPORATE SEAL]

BY Thomas E. Frost 19  
NAME THOMAS E. FROST  
TITLE Senior Vice President

IMPRINTED CORPORATE SEAL REGISTER OF DEEDS

MAIN ST. MIDWEST, INC., a Kansas corporation

[CORPORATE SEAL]

BY Steven SHERMAN  
NAME STEVEN SHERMAN  
TITLE CEO

State of Missouri )  
 ) ss.  
City of St. Louis )

On this 23rd day of June, 1993, before me appeared Thomas E. Frost, to me personally known, who, being by me duly sworn, did say that he is the Dr. V.P. & Gen. Counsel of CENTERMARK PROPERTIES, INC., a Missouri corporation as managing agent for The Prudential Insurance Company of America, and that the seal affixed to this instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by its board of directors, and Thomas E. Frost acknowledged this instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my seal in said County and State day and year last above written.

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

[NOTARIAL SEAL]

Laura J. Boyz  
Notary Public

My term expires 3/22/96

State of Arizona )  
 ) ss.  
County of Maricopa )

On this 23 day of June, 1993, before me appeared Steven Sherman, to me personally known, who, being by me duly sworn, did say that he is the CEO of MAIN ST. MIDWEST, INC., a Kansas corporation, and that the seal affixed to this instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by its board of directors, and he acknowledged this instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my seal in said County and State day and year last above written.

[NOTARIAL SEAL]

Judy Sorensen  
Notary Public  
(nee Judy Massengill)

My term expires \_\_\_\_\_

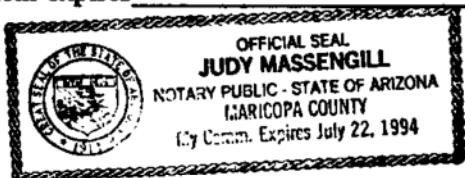


EXHIBIT A

THE "LAND"

Unit 3240, being within Lot 2, Westroads Replat, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

RECORDED

JUN 25 10 36 AM '93

GEORGE J. BOGNER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

CASH 173293 1080 R Comp FB 58-43382  
 TYPE 118 PG 356-359 C/O COMP 8 SCAN KV  
 FEE 205 OF 118 EDGE PG 359 MC — FV —