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**ASSIGNMENT, ASSUMPTION, AND CONSENT**

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, ("Landlord") and KANSAS CITY CAFE COMPANY/OMAHA ("Tenant") have entered into a certain lease dated December 20, 1991 and amended by agreement dated February 3, 1993 (collectively the "Lease") for certain premises located at Westroads Shopping Center, City of Omaha, State of Nebraska as more specifically defined in the Lease (the "Demised Premises"). Tenant now desires to transfer and assign to MAIN ST. MIDWEST, INC., a Kansas corporation ("Transferee") all of Tenant's right, title and interest under the Lease, and Tenant and Transferee desire to obtain Landlord's consent to such assignment.

Now, therefore, Tenant and Transferee, for mutual consideration and intending to be legally bound hereby agree that effective on the closing date of the transfer (the "Effective Date"):

1. Tenant does hereby assign, transfer and set over to Transferee, its successors and assigns, all right, title and interest of Tenant under the Lease.
2. Tenant does hereby represent and warrant to Landlord that the Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant has no claims against Landlord under the Lease or in connection with the leasing of the Demised Premises, and that the annual Minimum Rent in effect on the Effective Date is One Hundred Sixty Two Thousand Three Hundred Forty Four and 16/100 Dollars (\$162,344.16) and that the expiration of the term of the Lease is December 31, 2012 unless extended in accordance with the provisions of Article 24 of the Lease.
3. For the purpose of this Assignment only, Tenant shall not be required to pay an Assignment administrative fee.
4. Transferee does hereby, for itself and its successors and assigns, and for the benefit of Landlord, covenant and agree that it assumes and agrees to be bound by and perform all covenants, conditions, obligations and duties of Tenant under the Lease, whether or not they have accrued prior to the effective date of the assignment.
5. Tenant and Transferee hereby accept Landlord's consent under the conditions set forth below.

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KANSAS CITY CAFE COMPANY/OMAHA

By J. Mitchell Kerns (SEAL)  
Print Name: J. MITCHELL KERNS  
Title: President

TENANT

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MAIN ST. MIDWEST, INC.

By Steven Sherman (SEAL)  
Print Name: STEVEN SHERMAN  
Title: CEO

TRANSFEREE

In consideration of the covenants, agreements and warranties of Tenant and Transferee as set forth above, Landlord hereby consents to the assignment of the Lease to Transferee, on the following terms and conditions:

1. Tenant and Guarantors David A. Selph and J. Mitchell Kerns shall be released from the performance of all of Tenant's obligations under the Lease, as it may be amended from time to time.
2. Landlord's consent to the assignment of the Lease to Transferee shall not extend to any further assignment of the Lease, or to any sublease of the

CASH 178306 BK 1080 R COMP FB 58-42382  
TYPE Misc PG 360-363 C/O COMP & SCAN W  
FEE 70.00 OF MIS LEGAL PG \_\_\_\_\_ MC \_\_\_\_\_ FV \_\_\_\_\_

RECORDED  
JUN 25 10 37 AM '93  
GEORGE J. DOUGLASS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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Demised Premises.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
BY: CenterMark Properties, Inc.  
Its Managing Agent

ATTEST:

Arnold L. Mayersohn, Jr.  
Print Name: Arnold L. Mayersohn, Jr.  
Title: Asst. Sec.  
Dated 6-23-93

By Thomas E. Frost (SEAL) RS  
Print Name: Thomas E. Frost  
Title: Senior Vice President  
LANDLORD

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On the 23rd day of June, 1993, before me, the undersigned, a Notary Public in and for said City and State, residing therein, duly commissioned and sworn, personally appeared Thomas & Groat, known to me to be the Dr. V.P. & Ken Council and \_\_\_\_\_, known to me to be the \_\_\_\_\_ of CENTERMARK PROPERTIES, INC., the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

Laura J. Benz  
Notary Public in and for  
said City and State  
My Commission Expires 3/21/96

(SEAL)

STATE OF Arizona )  
County ) SS  
CITY OF Maricopa )

On the 24 day of June, 1993, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. Mitchell Kerns, known to me to be the Pres., and \_\_\_\_\_, known to me to be the \_\_\_\_\_ of KANSAS CITY CAPE COMPANY/OMAHA, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Sorenson  
Notary Public in and for  
said County and State  
(nee Judy Massengill)  
My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF Arizona )  
County ) SS  
CITY OF Maricopa )

On the 24 day of June, 1993, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Steven Sherman, known to me to be the CEO, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ of MAIN ST. MIDWEST, INC., the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Sorenson  
Notary Public in and for  
said County and State  
(nee Judy Massengill)  
My Commission Expires \_\_\_\_\_

(SEAL)

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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.