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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/6/2007 13:44:35.30  
  
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**THIS PAGE INCLUDED FOR INDEXING**

**PAGE DOWN FOR BALANCE OF INSTRUMENT**

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Check Number  
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When recorded return to:

Jessica Tapia/Jason Sarmiento  
LandAmerica Commercial Services  
1850 North Central Avenue, Suite 300  
Phoenix, AZ 85004

Escrow No. 007-52233

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MEMORANDUM OF SUBLEASE

CRS 22710

## MEMORANDUM OF SUBLEASE

This MEMORANDUM OF SUBLEASE (this "Memorandum") is made and entered into as of July 24, 2007, by and between **Hardee's Food Systems, Inc.**, a North Carolina corporation ("Sublandlord"), whose address is 100 North Broadway, Suite 1200, St. Louis, Missouri 63102, and **Westar Foods, Inc.**, a Colorado corporation ("Subtenant"), having an address of 10703 Barkley, Overland Park, Kansas 66211. The following recitals form the basis for this Memorandum:

A. Sublandlord and Subtenant are parties to that certain Sublease Agreement (the "Sublease"), dated as of July 24, 2007, whereby Sublandlord demised to Subtenant and Subtenant leased from Sublandlord the Premises, described as follows:

See Exhibit A attached hereto.

B. Sublandlord and Subtenant desire to provide notice of the Sublease. Capitalized terms not otherwise defined herein shall have the same meaning as in the Sublease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration as more fully provided in the Sublease, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the covenants and conditions contained in the Sublease, Sublandlord demised to Subtenant and Subtenant subleased from Sublandlord the Premises.

2. The term of the Sublease commences on July 24, 2007, and expires on June 30, 2010, subject to such options to extend such term as described in the Sublease, if any, and subject, further, to certain rights on the part of Sublandlord to terminate the Sublease if an event of default on the part of the Subtenant occurs under the Sublease.

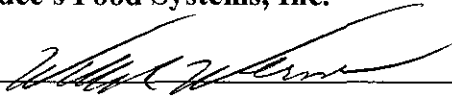
3. This instrument does not alter, amend, modify or change the Sublease or the exhibits thereto in any respect. All of the provisions of the Sublease and exhibits thereto are hereby incorporated by reference in this Memorandum. In the event of any conflict between the provisions of this Memorandum and the Sublease, the provisions of the Sublease shall control.

**[Remainder of Page Intentionally Left Blank –  
Signatures on Following Page]**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

“Sublandlord”

**Hardee's Food Systems, Inc.**


By:  \_\_\_\_\_

Printed Name: William R. Werner

Title: Senior Vice President

“Subtenant”

**Westar Foods, Inc.**

By:  \_\_\_\_\_

Printed Name: Frank Westermajer

Title: President

**[Add Appropriate Acknowledgements]**

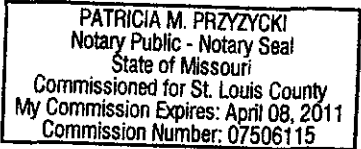
STATE OF MISSOURI            )  
  )  
CITY OF ST. LOUIS            )

On July 19, 2007, before me, a notary public, personally appeared WILLIAM R. WERNER, to me known, who, being by me duly sworn, did say that he is the Senior Vice President of HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation, and that said instrument was signed on behalf of said corporation by said William R. Werner, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

Patricia M Przyzycki  
Notary Public


My commission expires: \_\_\_\_\_

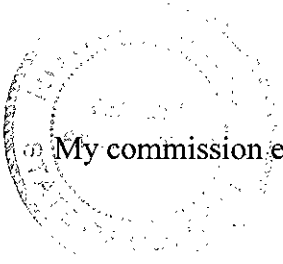


STATE OF COLORADO            )  
  )  
COUNTY OF ARAPAHOE        )

On July 19, 2007, before me, a notary public, personally appeared FRANK WESTERMAIER, to me known, who, being by me duly sworn, did say that he is the President of WESTAR FOODS, INC., a Colorado corporation, and that said instrument was signed on behalf of said corporation by said William R. Werner, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public



My commission expires: 5/22/2010

**Exhibit 'A'**  
**Legal Description**

**PARCEL 1: Lot 1, in Stockyards Plaza II, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.**

**Parcel 2: Non-Exclusive and non-revocable easement and right to use parking, common areas and utility easements, for utilities installation and maintenance, driveways and approaches to and from, as granted to Hardee's Food Systems, Inc., a North Carolina corporation by Memorandum of Lease dated April 5, 1990 filed April 17, 1990 in Book 920 at Page 281 of the Records of Douglas County, Nebraska over Lot 3, Stockyards Plaza II, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.**