



MISC 2003170633

RICHARD H. TAKECHI
REGISTRAR OF DEEDS



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Return:

Charlie Weber
Nebraska Title
633 S. 9th
Lincoln, NE 68508

MEMORANDUM OF LEASE

The undersigned parties (hereinafter referred to separately as "Lessor" and "Lessee") hereby set forth certain terms of a lease entered into between such parties on May 10, 2001 (referred to as "Lease").

Section 1. Name and Mailing Address of Lessor. The name and mailing address of Lessor is City of Omaha, Attn: Larry N. Foster, Acting Director, Parks, Recreation and Public Property Development, Omaha/Douglas Civic Center, Room 701, 1819 Farnam Street, Omaha, Nebraska 68183.

Section 2. Name and Mailing Address of Lessee. The name and mailing address of Lessee is Rick's Café, LLC, Attn: Rick Albrecht, 6201 LaPas Trail, Suite 130, Indianapolis, Indiana 46268.

Section 3. Common Address and Legal Description. The common street address of the premises leased by Lessee is 375 North 6th Street, Omaha, Douglas County, Nebraska 68102, and the legal description of which is attached hereto as Exhibit A ("Premises").

Section 4. Other Agreements. The additional terms and conditions set forth on Exhibit B, attached hereto and incorporated herein constitute additional agreements between Lessor and Lessee which may be relevant to, or affect, the Lease between the above-mentioned parties.

LESSOR

LESSEE

CITY OF OMAHA,
a Municipal Corporation

RICK'S CAFÉ, LLC,
an Indiana limited liability company

By: Mike Fahey

By: Rick Albrecht

Printed: Mike Fahey

Printed: RICK ALBRECHT

Title: Mayor

Title: MEMBER

022582

Return:
Charlie Weber
Nebraska Title
633 S. 9th St
Lincoln, NE 68508

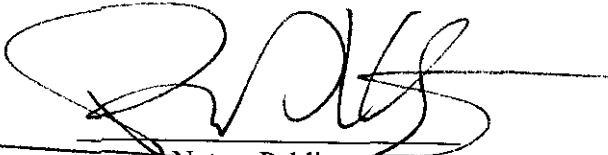


STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

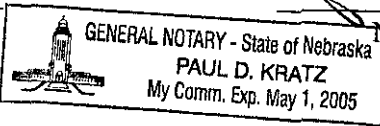
Before me the undersigned, a Notary Public in and for said County and State personally appeared Mike Fahey, the Mayor of the City of Omaha, Nebraska, a Nebraska municipal corporation and being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 20th day of March, 2003.

My Commission Expires:



My County of Residence:



Notary Public

Printed

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State personally appeared Rick Albrecht March 27, 2003, the President of Rick's Café, LLC, an Indiana limited liability company and being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 27 day of March, 2003.

My Commission Expires:

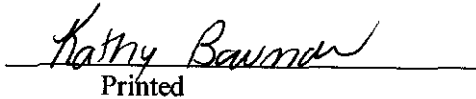
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Notary Public

My County of Residence:

Marion



Printed

EXHIBIT A

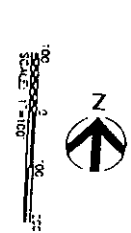
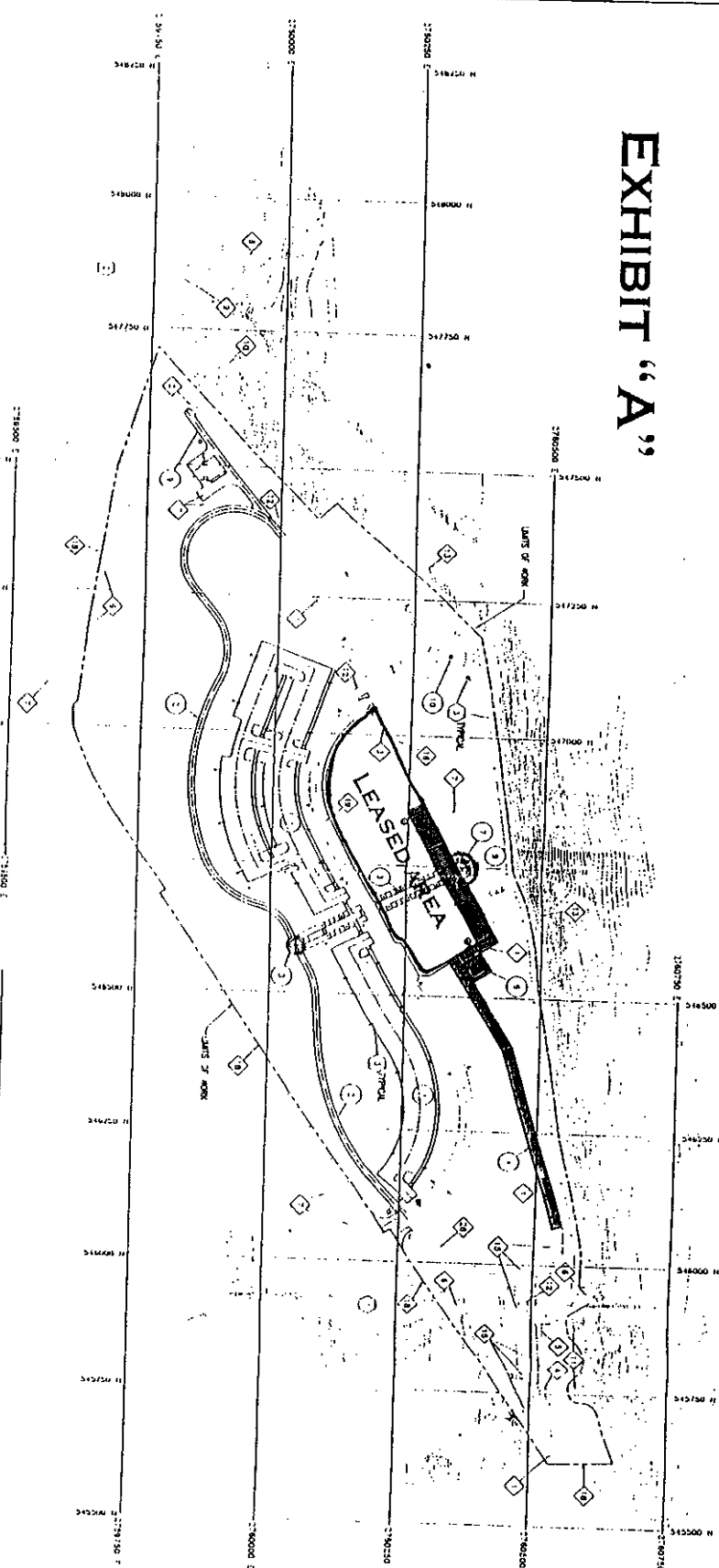
LEGAL DESCRIPTION

A portion of Lot 1, in Smelter Plat Replat, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, as more particularly identified on the attached schematic relating to the premises leased by the City of Omaha to Rick's Café, LLC.

IM-458646_2.DOC

375 North Ct Street, Omaha, NE.

EXHIBIT "A"



GENERAL NOTES:

1. THIS CONTRACT IS SET OUT SHOWING THE EXISTING AND PROPOSED CONDITIONS OF THE SITE FOR THE PROPOSED DEVELOPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXISTING FEATURES:

- 1. EXISTING BUILDING
- 2. EXISTING DRIVEWAY
- 3. EXISTING DRIVEWAY
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- 50. EXISTING DRIVEWAY

NO.	DESCRIPTION	STATUS
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NO.	DESCRIPTION	STATUS
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ASARCO Incorporated CHRYSLER PLANT PARK DESIGN 1000 NORTH 10TH STREET OMAHA, NEBRASKA 68102		ASARCO 1000 NORTH 10TH STREET OMAHA, NEBRASKA 68102	
HDR HDR Engineering, Inc. 1000 NORTH 10TH STREET OMAHA, NEBRASKA 68102		CONTRACT NO. C-02 DATE 11/11/92	

EXHIBIT B TO MEMORANDUM OF LEASE

TERM:

Approximately thirty (30) years, commencing as of May 10, 2001 and expiring October 31, 2031.

RENEWAL OPTIONS:

Four (4) renewal terms of five (5) years each.

ADDITIONAL PROVISIONS:

During the term of the Lease, Lessee shall own all improvements, alterations or other facilities constructed or installed by Lessee on the Premises. Upon termination of the Lease, such alterations, improvements or facilities shall become the property of the Lessor. Notwithstanding the foregoing, Lessee may convey all or a portion of its interest in such alterations, improvements or facilities located upon the Premises, with the express prior written approval of the Lessor, which approval shall not be unreasonably withheld, and conditioned upon the acquiring party's agreement that such alterations, improvements or facilities shall become the Lessor's upon termination of the Lease.

KD_IM-458614_1.DOC

This instrument prepared by: Bradley S. Fuson, Esq.

Please return recorded instrument to: Bradley S. Fuson
Krieg DeVault LLP
2800 One Indiana Square
Indianapolis, Indiana 46204