

This is a Memorandum of Lease by and between Landmark Plaza, Inc., hereinafter called LANDLORD (whether one or more) whose mailing address is: c/o Ralph E. Tetrick, Jr. 5935 So. 138th St., Omaha, NE 68237 and TACO BELL, a California corporation hereinafter called TENANT whose mailing address is: 16808 Armstrong Avenue, Irvine, California, 92714. LANDLORD hereby grants, demises and leases the premises described below to TENANT upon the following terms:

Date of Lease: September 20, 1984

As amended on:

Landlord: Landmark Plaza, Inc.

Tenant: Taco Bell, a California corporation

Description of Leased Premises: See attached Exhibit "A"

Date of Commencement: The first day upon which Tenant opens the restaurant for business to the public or upon issuance of a Certificate of Occupancy (however locally determined).

Term: Twenty (20) years

Renewal Options: Four (4) additional periods of five (5) years each.

Purchase Option: None

First Right of Refusal Option: Yes

Non-Competition Restriction: Landlord agrees, during the term of this lease and any extension thereof, to hold any land now or hereafter owned or controlled by Landlord within a radius of one (1) mile of the premises subject to the following restrictions for the benefit of Tenant; that no part of such land shall be leased or used for a free standing Mexican food outlet. Landlord further covenants to include such restrictions in all leases and/or sales of the above-described land. Landlord further covenants that no improvements shall be erected on such land of Landlord which will materially interfere with Tenant's curb cuts and access ways or with the visibility of Tenant's restaurant and its sign to approaching automobile traffic traveling on adjoining highways or streets.

The purpose of this Memorandum of Lease is to give notice of the lease and of the rights created thereby, all of which are hereby confirmed.

In witness whereof the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgements.

WITNESSES:

James J. Gleason

LANDLORD
Landmark Plaza, Inc.

By Ralph E. Tetrick, Jr.
Ralph E. Tetrick, Jr.
as President

WITNESSES:

Quita J. Hallis

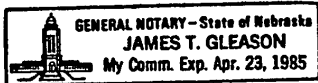
TENANT
TACO BELL, a California corporation

By Michael L. Anvis
Michael L. Anvis,
Its Assistant Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of October, 1984, before me, the undersigned, a Notary Public in and for said County, in said State, personally appears Ralph E. Tetrick, President of Landmark Plaza, Inc., to me personally known, who being by me duly sworn, and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

WITNESS my hand and Notarial seal the day and year first above written.



James T. Gleason
Notary Public

Corporation Acknowledgment

STATE OF CALIFORNIA
COUNTY OF Orange } ss.

On September 24, 1984

before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence)

to be the _____ President, and Michael

L. Annis, personally known

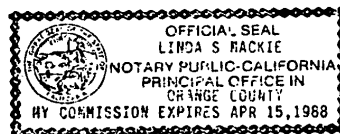
to me (or proved to me on the basis of satisfactory evidence) to be Assistant

Secretary of 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.

Signature Linda S. Mackie
Linda S. Mackie

Notary's Name (Typed or Printed)



Legal Description:

Lot 5, Landmark Plaza, an addition in the SE¼ of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, said Lot 5 being more particularly described as follows: Beginning at the point of intersection of the North right-of-way line of "P" Street and the East right-of-way line of 138th Street, said point also being the Southwest corner of Lot 5, Landmark Plaza; thence N00°08'44"E (Assumed Bearing) along said East right-of-way line of 138th Street a distance of 57.04 feet to the point of intersection of said East right-of-way line of 138th Street and the South right-of-way line of State Highway No. 50; thence N15°38'54" along said South right-of-way line of State Highway No. 50 a distance of 96.75 feet; thence N48°59'25"E along said South right-of-way line of State Highway No. 50 a distance of 104.16 feet; thence along said South right-of-way line of State Highway No. 50 on a curve to the right with a radius of 879.93 feet, a distance of 25.66 feet, said curve having a long chord which bears N49°49'45"E, a distance of 25.65 feet; thence S39°21'41"E along the East line of said Lot 5, Landmark Plaza, a distance of 25.82 feet; thence S00°50'11"W along said East line of Lot 5, Landmark Plaza, a distance of 216.96 feet to a point on said North right-of-way line of "P" Street; thence N89°15'06"W along said North right-of-way line of "P" Street a distance of 137.66 feet to the Point of Beginning. *Dr.*

H A Misc

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 740
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W. B. C.

DATE: [Signature]
DATE: 6-3-95
[Signature]