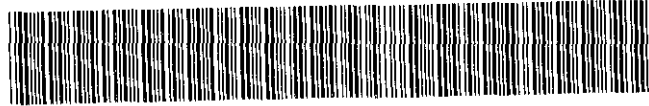




MISC 2007003345



JAN 09 2007 11:08 P 7

When recorded return to:

LandAmerica Commercial Services
Suite 300
1850 North Central Avenue
Phoenix, AZ 85004
Attention: Kristin Brown
ESC. 06-50427

FEE 36 FB 43-03460
BKP _____ C/O _____ COMP 2
DEFI _____ SCAM _____ EV _____
Misc 2 2/2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/9/2007 11:08:40.41

2007003345

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "Memorandum") is executed December 28, 2006 and made effective as of December 28 2006 (the "Effective Date"), by and between **GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation ("Lessor"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, and **CUTCH, INC.**, a Nebraska corporation ("Lessee"), whose address is 14353 Q Street, Omaha, Nebraska 68137.

RECITALS:

Lessor and Lessee entered into that certain lease (the "Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the parcels or parcels of real estate legally described in **Exhibit A** attached to this Memorandum, all rights, privileges and appurtenances associated with such real estate, and all buildings, fixtures and other improvements now or after the Effective Date located on such real estate (whether or not affixed to such real estate) (collectively, the "Premises"). Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

AGREEMENT:

Lessor and Lessee make specific reference to the following terms, provisions and conditions of the Lease:

1. Lease; Term. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The term of the Lease commences as of the Effective Date and expires on December 31, 2021, unless extended as provided below or terminated sooner as provided in the Lease.
2. Extension Periods. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to two additional successive

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periods of 42 months each, by written notice to Lessor not more than 365 days or less than 210 days prior to the expiration of the then applicable term of the Lease.

3. Prohibition on Encumbrances. NOTICE IS GIVEN THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST IN THE PREMISES. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

4. Assignments; Change of Control; Interests in Lessee; Subleases. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest in the Lease, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in Lessee shall be pledged, encumbered, hypothecated or assigned as collateral for any obligation of Lessee; and (iv) Lessee shall not sublet all or any part of the Premises.

5. Additions and Alterations. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

6. Subordination. Unless the mortgagee or trustee under any mortgage or trust deed, as applicable, now or at any time placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to the liens of any and all mortgages and trust deeds now or at any time placed on the Premises by Lessor.

7. True Lease. The Lease is a "true lease"; the only relationship created by the Lease is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. Copies of Lease. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not set forth in this Memorandum but which are incorporated by reference in this Memorandum for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth in this Memorandum. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

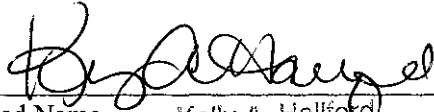
9. Recording Purposes Only. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

10. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

EXECUTED as of the date written on the first page of this Memorandum.

LESSOR:

GE CAPITAL FRANCHISE FINANCE
CORPORATION, a Delaware corporation

By 
Printed Name Kelly A. Hallford
Its Vice President

LESSEE:

CUTCH, INC., a Nebraska corporation

By _____
Gregory S. Cutchall
Its President

EXECUTED as of the date written on the first page of this Memorandum.

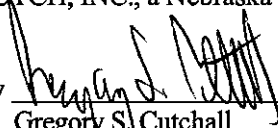
LESSOR:

GE CAPITAL FRANCHISE FINANCE
CORPORATION, a Delaware corporation

By _____
Printed Name _____
Its _____

LESSEE:

CUTCH, INC., a Nebraska corporation

By  _____
Gregory S. Cutchall
Its President

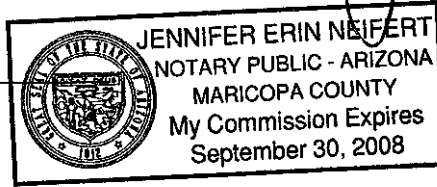
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on December 22nd, 2006 by Kelly Hallford, Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.



Notary Public

My Commission Expires:



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on December _____, 2006 by Gregory S. Cutchall, President of Cutch, Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

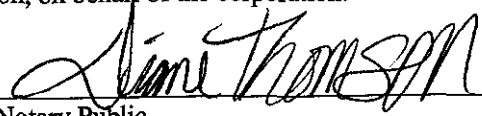
The foregoing instrument was acknowledged before me on December _____, 2006 by _____ of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on December 22, 2006 by Gregory S. Cutchall, President of Cutch, Inc., a Nebraska corporation, on behalf of the corporation.



Notary Public

My Commission Expires:
10-17-07

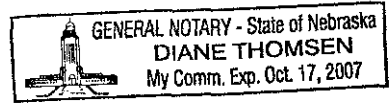


EXHIBIT A
LEGAL DESCRIPTION

The North 122 feet of Lot 5, and the South 10 feet of Lot 5, and Lot 6, EXCEPT the South 17 feet thereof, in Block 14, in Bensonvale Acres, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.