



MISC 2008019061



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 2/28/2008 10:50:18.07



2008019061

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: _____

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When recorded, return to:

Ms. Susan Goldberg
GE Capital Franchise Finance Corporation
8377 East Hartford Drive
Suite 200
Scottsdale, Arizona 85255

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is made as of February 26 2008, by and among **GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation ("Lessor"), whose address is 450 South Orange Avenue, 11th Floor, Orlando, Florida 32801, **CUTCH, INC.**, a Nebraska corporation ("Lessee"), whose address is 14353 Q Street, Omaha, Nebraska 68137, and **EAT OUT NOW, INC.**, a Nebraska corporation ("Assignee"), whose address is 13528 LaSierra Drive, Chino Hills, California 91709.

WITNESSETH:

1. Lessor and Lessee have entered into that certain Lease dated as of December 28, 2006 (the "Lease"), a memorandum of which was recorded in the Office of the Register of Deeds of Douglas County, Nebraska, on January 9, 2007, as Instrument No. 2007003345, for the premises located at 6102 Ames Avenue, Omaha, Douglas County, Nebraska, together with all buildings and fixtures located thereon, and legally described on Exhibit A attached hereto (collectively, the "Premises"). Lessee assigned all of its right, title and interest to the Lease to Assignee pursuant to the terms of that certain Assignment Agreement dated as of February 26, 2008.

2. The Lease sets forth the above names and addresses of the parties thereto.

3. The term of the Lease commenced on December 28, 2006, and expires on December 31, 2021.

4. Assignee has the right to extend the term of the Lease for two (2) additional successive periods of forty-two (42) months each.

5. The Lease is a true lease; the only relationship created thereby is that of lessor and lessee. Lessee and/or Assignee are not agents, legal representatives, partners, subsidiaries, or employees of Lessor.

6. 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.

7. NOTICE IS HEREBY GIVEN THAT ASSIGNEE 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 ASSIGNEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED TO CONSTITUTE TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH ASSIGNEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

8. Assignee's ability to assign its interest in the Lease is limited pursuant to Section 13.2 of the Lease. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT IN ACCORDANCE WITH SECTION 13.2 OF THE LEASE SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

9. Original copies of the Lease are in the possession of Lessor and Assignee. The Lease contains other terms not herein set forth but which are incorporated by reference herein 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 herein. Additional information concerning the terms of the Lease can be obtained from Lessor or Assignee at the addresses set forth above.

10. 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. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

11. It is agreed that this Memorandum shall automatically terminate on the date set forth in Section 3 above, unless Lessor and Assignee execute and record a memorandum setting forth any extended expiration date.


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

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Assignment of Lease to be executed by their respective officers duly authorized as of the day and year first above written, for the purpose of providing an instrument for recording.

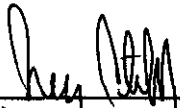
LESSOR:

GE CAPITAL FRANCHISE FINANCE
CORPORATION, a Delaware corporation

By: 
Printed Name: Carolyn Grant Martin
Title: Vice President
Assistant General Counsel
and Assistant Secretary


LESSEE:

CUTCH, INC., a Nebraska corporation

By: 
Printed Name: GEORGE CUTCHALL
Title: PROJ

ASSIGNEE:

EAT OUT NOW, INC., a Nebraska corporation

By: 
Printed Name: NICHOLAS MEHTA
Title: PRESIDENT

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

The foregoing instrument was acknowledged before me this 21st day of February, 2008, by Carolyn L. Martin, the Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Susan M. Goldberg
Notary Public: Maricopa County, Arizona

My Commission Expires:
July 15, 2010

STATE OF Nebraska]
] SS.
COUNTY OF Douglas]

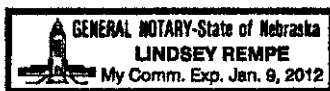


The foregoing instrument was acknowledged before me this 15th day of February, 2008, by Greg Cutchall, the President of Cutch, Inc., a Nebraska corporation, on behalf of the corporation.

Lindsey Rempe
Notary Public: Douglas County, Ne

My Commission Expires:
January 9, 2012

STATE OF Nebraska]
] SS.
COUNTY OF Douglas]



The foregoing instrument was acknowledged before me this 15th day of February, 2008, by Nikhil Mehta, the President of Eat Out Now, Inc., a Nebraska corporation, on behalf of the corporation.

Lindsey Rempe
Notary Public: Douglas County, Ne

My Commission Expires:
January 9, 2012

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.