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MEMORANDUM OF LEASE CONTAINING
RIGHT OF FIRST REFUSAL

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GEORGE J. ...
REGISTERED ...

This is a Memorandum of that certain Lease containing a right of first refusal, dated the 10th day of November, 1988, by and between Jean H. Olson ("Lessor") and Mikelly, Inc., a Nebraska corporation ("Lessee").

WITNESSETH THAT:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Lessee to Lessor, the receipt of which is hereby acknowledged by Lessor, Lessor does hereby demise and let unto Lessee and Lessee hereby leases from Lessor upon and subject to the covenants, conditions and agreements set forth in a certain lease agreement between Lessor and Lessee dated for reference purposes only November 4, 1988, (hereinafter called the "Lease"), said instrument being incorporated herein by reference, certain real property located in the County of Douglas, State of Nebraska, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter called the "Premises"), together with all items of equipment, fixtures, trade fixtures and all other items of every kind and description owned by Lessor and located at or on the Premises or used in connection with the operations thereat, to have and to hold under the terms, conditions and covenants of the aforementioned Lease as stipulated therein.

The primary term of said Lease shall commence on the 8th day of November, 1988 (the "Effective Date"), and shall expire on December 31, 1993. Lessee shall have the option to renew and extend the Lease for one (1) additional term of five (5) years upon the same terms and conditions as provided in the Lease.

Section 5 of the Lease provides that Lessee shall have a right of first refusal, as follows:

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5. Right of First Refusal. Should Lessor, or Lessor's heirs, grantees, successors or assigns at any time during the term of this Lease receive an offer to purchase the Premises, or any part thereof, and desires to accept said offer, or should Lessor during any such time make an offer to sell the Premises, or any part thereof, Lessor shall give to Lessee not less than twenty (20) days notice in writing of such offer, setting forth the name and address of the offeror and conditions of such offer, and Lessee shall have the first option to purchase the Premises

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by giving written notice to Lessor of its intention to purchase at the same price and on the same terms of any such offer, it being understood that in the event Lessee does not give notice of its intention to exercise said option to purchase within said period, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Lessor and any purchaser or purchasers of the Premises, or any part thereof, shall each be bound thereby, and in the event that the Premises set forth in the offer are not sold for any reason, Lessee shall have, on the same condition and notice, the continuing first option to purchase the Premises, or any part thereof, upon the terms of any subsequent offer or offers to purchase.

This Memorandum is not a complete summary of the Lease. Additional terms and provisions are contained in the Lease in the possession of said parties. Any person desiring further information concerning the Lease may request the same from either Lessor or Lessee at the following addresses:

Lessor: Jean H. Olson
1120 Loveland Drive
Omaha, NE 68124

Lessee: Mikelly, Inc.
6111 Maple Street
Omaha, NE 68104

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the day and at the place indicated by their respective signatures.

LESSOR:

Jean H. Olson
Jean H. Olson

LESSEE:

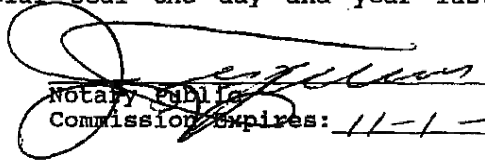
Mikelly, Inc.,
a Nebraska corporation

By: [Signature]
Its: [Signature]

STATE OF Nebr)
) ss.
COUNTY OF Douglas)

Before me, the undersigned, a notary public in and for said county and state, on this 10 day of Nov, 1988 personally appeared Jean H. Olson, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.


Notary Public
Commission Expires: 11-1-92

STATE OF Nebr)
) ss.
COUNTY OF Douglas)

Before me, the undersigned, a notary public in and for said county and state, on this 10 day of Nov, 1988 personally appeared William H. B. ... to me known to be the identical person who subscribed the name of Mikelly, Inc. to the foregoing instrument as its Pres and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

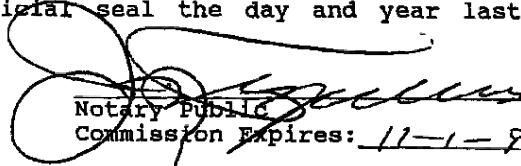

Notary Public
Commission Expires: 11-1-92



EXHIBIT "A"

Description of leased area:

The leased area is legally described as:

Lot Four (4), Block Three (3), Halcyon Heights, an addition to the City of Omaha, Douglas County, Nebraska, a/k/a 6111 Maple Street, Omaha, Nebraska.

EXHIBIT "A"