

FE 16241

HOLD FOR FIRST AMERICAN TITLE

66086096 #100

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of March 11 1996 between Lake County Trust Company, as Trustee U/T/A dated January 23, 1996, Trust No. 4734 ("Landlord"), and National Restaurant Enterprises, Inc. d/b/a Ameriking Corporation, a Delaware corporation ("Tenant").

WITNESSETH:

Pursuant to that certain Lease Agreement dated January 23, 1996 (the "Lease") between Landlord and Tenant, Landlord has leased to Tenant a tract of land in Highland, Indiana and all improvements now or hereafter situated thereon (the "Premises"), which tract of land is described on Exhibit A hereto and made a part hereof.

The "Lease" includes the following provisions:

1. The term of the Lease begins on the Possession Date (as defined in the Lease) and expires on the twentieth (20th) anniversary thereof, unless previously terminated, renewed or extended as set forth therein.
2. The Lease may be renewed or extended, upon proper notice, at the option of Tenant for two (2) additional periods of five (5) years each upon the terms, covenants, conditions and rental as set forth in the Lease.
3. Tenant has a first right of refusal to purchase the Premises upon the terms and conditions set forth in the Lease.
4. Tenant shall not be entitled to subject the Premises and Landlord's interest therein to a mechanic's lien by reason of any construction of or repairs on the improvements now or hereafter located on the Premises.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed of the day and year first above written.

TENANT:

NATIONAL RESTAURANT ENTERPRISES, INC.
D/B/A AMERIKING CORPORATION

By: _____

Title: _____

LANDLORD:

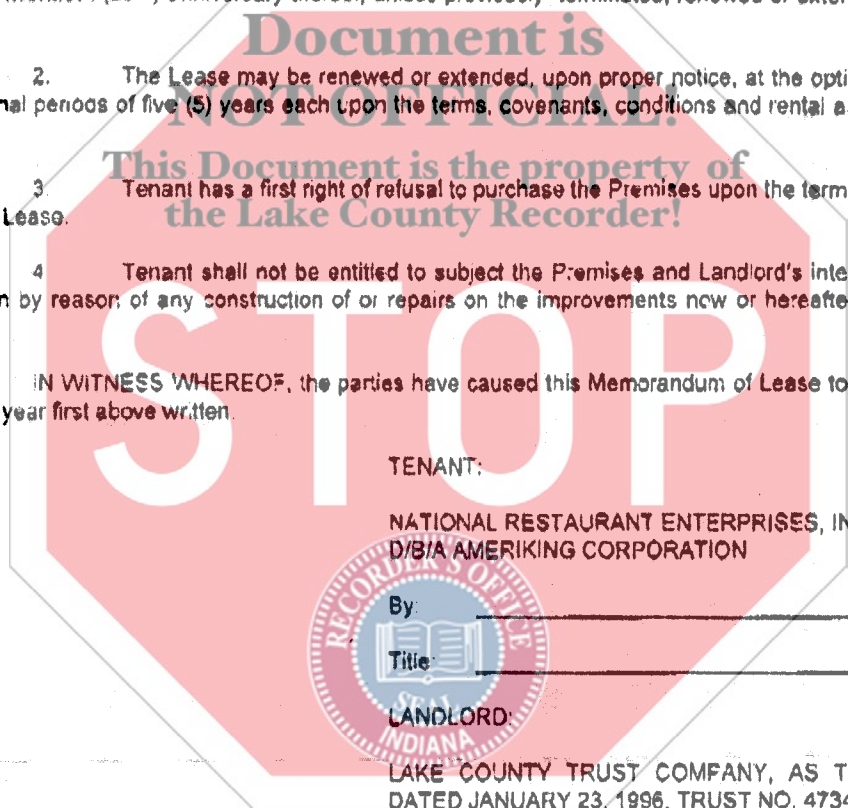
LAKE COUNTY TRUST COMPANY, AS TRUSTEE U/T/A
DATED JANUARY 23, 1996, TRUST NO. 4734

By: SEE SIGNATURE PAGE ATTACHED

Title: _____

Exhibits Attached:
Exhibit "A" - Legal Description

Prepared by [Signature] return to:
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802
Attention: Dale A. Burket, Esquire



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96 APR -3 AM 10: 19

MARGARETTE CLEVELAND
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

[Handwritten Signature]

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed as of the day and year first above written.

TENANT:

NATIONAL RESTAURANT ENTERPRISES, INC.
D/B/A AMERIKING CORPORATION

By: [Signature]
Title: Secretary / VP

LANDLORD:

LAKE COUNTY TRUST COMPANY, AS TRUSTEE U/T/A
DATED JANUARY 23, 1996, TRUST NO. 4734

By: _____

Title: _____

Exhibits Attached:
Exhibit "A" - Legal Description

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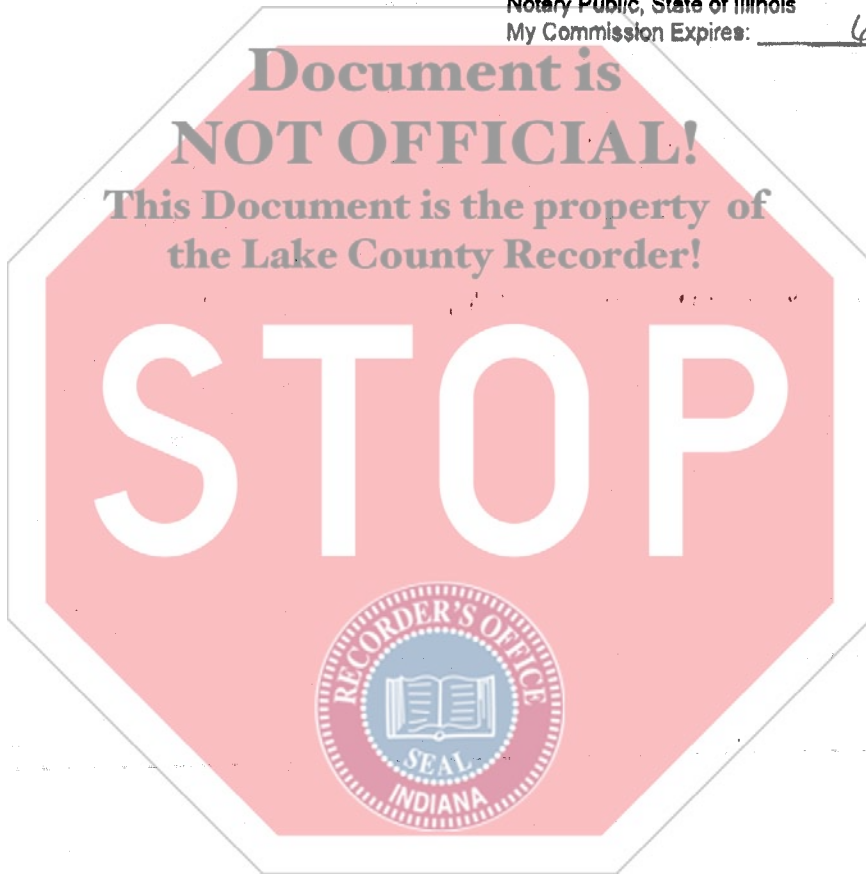
STATE OF ILLINOIS
COUNTY OF DUPAGE

The foregoing was acknowledged before me this 11th day of March, 1996 by Joel Aaschy as Secretary/VP of National Restaurant Enterprises, Inc., a Delaware corporation, on behalf of the company. He/She is personally known to me and did not take an oath.

OFFICIAL SEAL
KIMBERLY A. MANNA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-2-97

Kimberly A. Manna
Notary Signature

Kimberly A. Manna
Printed Name
Notary Public, State of Illinois
My Commission Expires: 6-2-97



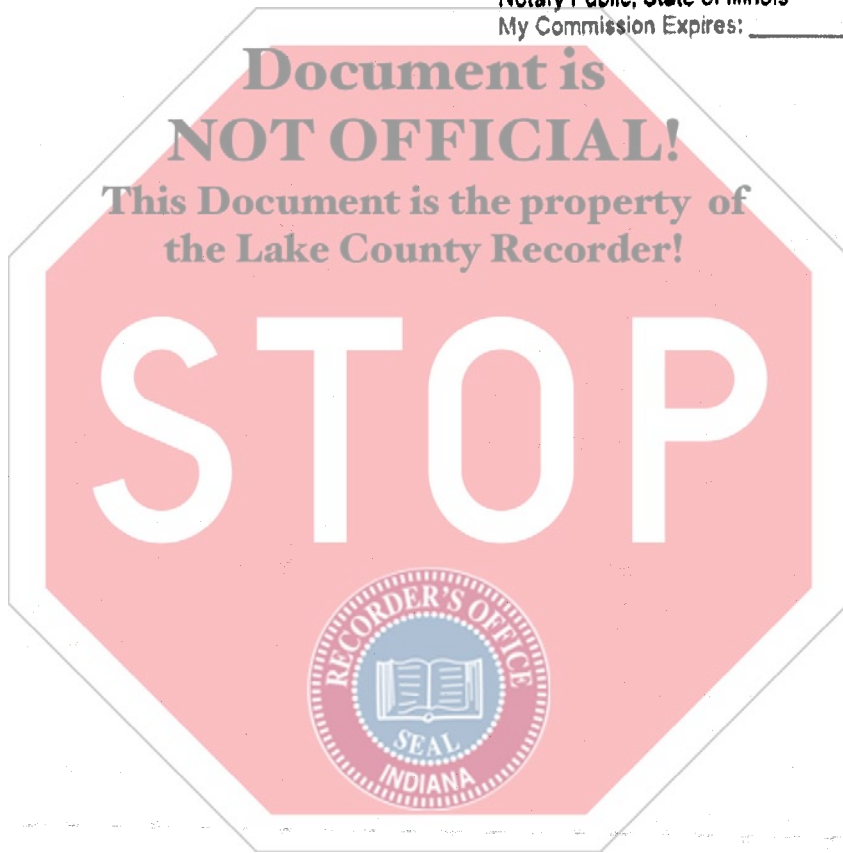
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
1996 by _____ as _____ of Lake County Trust Company, as Trustee U/T/A
dated January 23, 1996, Trust No 4734. He/She is personally known to me and did not take an oath.

SEE SIGNATURE PAGE ATTACHED

Notary Signature

Printed Name
Notary Public, State of Illinois
My Commission Expires: _____



It is expressly understood and agreed that this Memorandum of Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 11th day of March, 1996.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 23, 1996 and known as Trust No. 4734.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 11th day of March, 1996.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

My Commission Expires:
April 7, 1999

Resident: Lake County, Indiana.

EXHIBIT A

THAT PART OF LOT 1 IN HIGHLAND TOWN CENTER SUBDIVISION, BEING A SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 33, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1994 AS DOCUMENT NO. 94063408, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 1148.11 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 0.09 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 17.72 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 20 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 374.45 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 46 SECONDS EAST, ALONG WESTERLY LINE OF SAID LOT 1, 40.57 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 60.00 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 39.55 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 125.89 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 184.72 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 14.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, 135.86; THENCE NORTH 44 DEGREES 02 MINUTES 57 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT 1, 39.06 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 6.73 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, 34.00 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 195.00 FEET AN ARC DISTANCE OF 91.43 FEET AND A CHORD BEARING SOUTH 76 DEGREES 43 MINUTES 51 EAST, TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 17 MINUTES 54 SECONDS EAST, 138.72 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 46 SECONDS EAST, 33.66 FEET; THENCE SOUTHERLY ON A CURVE HAVING A RADIUS OF 441.00 FEET, AN ARC DISTANCE OF 58.15 FEET AND A CHORD BEARING SOUTH 17 DEGREES 33 MINUTES 43 SECONDS WEST; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF LOT 1, 270.64 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

Tax ID # 27-27-4, Unit # 16

MAIN STREET AND ROUTE 41, HIGHLAND, INDIANA