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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, is made and entered into as of this 5th day of March, 1993, by and between LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord"), and BUFFETS, INC., a Minnesota corporation ("Tenant").

RECITALS

A. Landlord, as landlord, and Tenant, as Tenant, have entered into that certain Lease dated August 26, 1991 (the "Lease"), relating to certain leased premises (the "Premises") in Lincoln Village Shopping Center (the "Shopping Center"), situated on certain real property in the City of Chicago, Cook County, Illinois, legally described on Exhibit A attached hereto.

B. Landlord and Tenant now wish to memorialize of record the existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Landlord and Tenant have entered into the Lease dated August 26, 1991, to demise and let the Premises, upon the terms and conditions more particularly set forth in the Lease.

2. The term of the Lease shall be for an initial term of Fifteen (15) full "Lease Years" and any "Partial Lease Year", as such terms are defined in the Lease, commencing on December 13, 1991 (the "Commencement Date"), and expiring on December 31, 2006.

3. Subject to the terms and conditions more particularly set forth in the Lease, Tenant has the option to extend the term of the Lease for two (2) additional periods of five (5) years each, such periods to commence at the expiration of the initial term or preceding extended term of this Lease, as the case may be.

4. As of the date of this Memorandum of Lease, the leasable area of the Premises is nine thousand eight hundred eighty-eight (9,888) square feet.

5. The Premises shall be used as a restaurant which may, at the option of Tenant and subject to applicable laws and governmental regulation, serve alcohol. Landlord shall not (i) lease space in the Shopping Center to any other tenant whose primary business conducted in such space is the operation of a full-menu cafeteria or buffet restaurant, and (ii) lease space in the Shopping Center within two hundred (200) feet of the Premises to any other tenant in whose primary business conducted in such space is the operation of a full-service restaurant; provided, however, that this prohibition shall not apply to the premises operated under the name of "What's Cooking" (or any other name

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should this restaurant operation change the name of the restaurant) for the term of the current lease, or any options or extensions under the current lease or future renewals granted by Landlord to this tenant.

6. Reference is made to the Lease for a full statement of the terms and conditions of the Lease, all of which are hereby incorporated by reference.

7. Nothing in this Memorandum of Lease shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

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

Witness:

LANDLORD:

LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership

By: Tomasz/Shidler Investment Corporation, an Illinois corporation, its sole general partner

By: _____
Its: Authorized Agent

Witness:

TENANT:

BUFFETS, INC.

By: _____
Roe H. Hatlen, CEO

STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 1st day of March, 1993 by Michael Brennan, the Authorized Agent of Tomasz/Shidler Investment Corporation, an Illinois corporation, the sole general partner of Lincoln Village Investments Limited Partnership, an Illinois limited partnership, on behalf of the partnership.

"OFFICIAL SEAL"
KIRSTEN KALTENMARK
Notary Public, State of Illinois
My Commission Expires 2-28-94

Kirsten Kaltenmark
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 8th day of March, 1993 by Roe H. Hatlen, the CEO of BUFFETS, INC., a Minnesota corporation, on behalf of the corporation.

Kelly A. Staack
Notary Public

KELLY A. STAACK
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 30, 1994

THIS INSTRUMENT WAS DRAFTED BY
AND TO BE RETURNED TO:
Buffets, Inc. (KAS)
10260 Viking Drive, Suite 100
Eden Prairie, MN 55344
(612) 942-4717

DEPT-01 RECORDING $27.00
T#0008 TRAN 3914 04/08/93 11:55:00
#6836 # # -93-260986
COOK COUNTY RECORDER

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That part of the North East Fractional 1/4 of Section 02, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located, thence Northwesterly along the center line of Lincoln Avenue as formerly located 1200 feet, thence Northeasterly on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago, thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying Southwesterly of a line 83 feet Northeasterly of and parallel to the Southerly or Southwesterly line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows:

That part of the North East 1/4 of Section 02, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kimball Avenue extended North, thence Northwesterly 20.90 feet along the center line of Lincoln Avenue to a point; thence Northeasterly 50 feet along a line forming an angle of 90 Degrees with the last described course, to a point on the Northeasterly right of way line of Lincoln Avenue, which is the point of beginning, beginning at aforesaid described point, thence Northeasterly 118.80 feet, along a line forming an angle of 90 Degrees with the Northeasterly right of way line of Lincoln Avenue to a point; thence Easterly 93.56 feet along a line forming an angle of 49 Degrees 16 Minutes to the right with a prolongation of said last described course to a point; thence Southwesterly 179.85 feet along a line forming an angle of 130 Degrees 44 Minutes to the right with a prolongation of said last described course to a point on the Northeasterly right of way line of Lincoln Avenue; thence Northwesterly 70.90 feet along the Northeasterly right of way line of Lincoln Avenue to the point of beginning, as condemned for Kimball Avenue on petition of the city of Chicago filed July 6, 1933, Case B-271453 Circuit Court of Cook County, Illinois, all in Cook County, Illinois.

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