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AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE dated 28 day of June, 1983, entered into by and between GOLD BUFFET FRANCHISES, INC., d/b/a C. Meyer A.G.I., hereinafter called "lessor", and ROGER B. McGINLEY and LEAH RENEE' McGINLEY, hereinafter called "lessee", WITNESSETH:

RENT

Lessee shall pay to lessor rental as follows:

Two percent (2%) of the monthly net sales up to One Hundred and Thirty Thousand Dollars ($130,000) per month, and in addition thereto, one percent percent (1%) of the net sales in excess of One Hundred and Thirty Thousand Dollars ($130,000) per month, but in any event not less than Twenty-one Hundred and Sixty-six Dollars ($2,166) per month. Monthly rentals are to be paid on the 10th day of each following month and shall be paid to Gold Buffet, Inc., 503 E. 18th Ave., North Kansas City, MO 64116. Delinquent monthly rentals shall bear interest from date due at the rate charged by Farmers & Merchants State Bank, Winterset, Iowa, for secured loans plus two percent (2%).

OPTION TO BUY

Lessee has the option to purchase from lessor all equipment as per list attached marked Exhibit "B", for the sum of One Hundred Thousand Dollars ($100,000) at the time of exercising lessee's first five-year option, as provided in paragraph 2 of the original Lease. This option is granted on condition that the lessee shall have fully paid the balance of the purchase price of the inventory purchased by lessee from lessor under Agreement dated July 28, 1983, or at the time of exercising this option, lessee shall pay the unpaid balance of the purchase price of said inventory.

REDUCTION OF RENT ON ACCOUNT OF PURCHASE OF EQUIPMENT

In the event the lessee exercises option to purchase equipment as provided above, rental of the building shall be one and one-half percent (1½%) of the net monthly sales up to One Hundred and Twenty-five Thousand Dollars ($125,000), and in addition thereto, one percent (1%) of the net monthly sales over the sum of One Hundred and Twenty-five Thousand Dollars ($125,000), but in any event, not less than Eighteen Hundred and Seventy-five Dollars ($1,875)

Compared

RECORDER'S NOTE - NO REAL ESTATE SHOWN

FILED NO. 408
BOOK 34 PAGE 677
1983 AUG 25 AM 9:59
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $30.00

per month, which monthly rentals shall be paid to Gold Buffet, Inc. on or before the 10th day of each following month. This minimum rental shall be further adjusted proportionately at the beginning of each option period and shall be further adjusted proportionately at the beginning of each option period and shall be increased by an inflation factor equal to the recognized national consumer price index of the Bureau of Labor Statistics of the United States Department of Labor.

MAINTENANCE

The following provisions are hereby substituted for paragraph 11 of the original Lease:

A. STRUCTURAL PORTIONS OF PREMISES: Lessor agrees to keep and maintain in good repair all structural portions of the premises and the exterior of the premises, including roof, walls, gutters, downspouts, canopies, sidewalks, paved areas, driveways, supply pipes for gas and water, drainage and sewer pipes, and replacement of heating and air conditioning compressor caused by normal wear and tear.

Lessor shall not be responsible for any damage to interior of the building or to the merchandise and equipment owned by lessee caused by water, fire, wind, snow and ice, unless lessee has notified lessor in writing of need for repairs to building, and lessor under the circumstances has had reasonable time in which to make such repairs, or unless such damage results from the willful intentional acts of lessor or its employees.

B. PARKING LOT: Lessor and lessee shall have common use of the paved parking lot surrounding the building leased by lessee, the liquor store building owned by lessor and the building now being used as a laundromat. Lessor shall be responsible for removing the snow from said parking lot. Neither party may erect any obstructions which will interfere with the use of the parking lot by the other.

C. INTERIOR OF BUILDING: Lessee agrees to maintain in good repair the interior of the building on the premises occupied by the supermarket, including but not limited to floors, walls, ceiling, air conditioning, heating, door operators, refrigerated equipment, electronic check-out systems, and other systems operating in the supermarket.

ALTERATIONS:

The following provisions are hereby substituted for paragraph 10 of the original Lease:

A. ALTERATIONS BY LESSEE: Lessee will not make any alterations, additions or improvements to the leased premises without the prior written consent of the lessor, and all such alterations, additions and improvements shall become the property of the lessor.

B. ADDITIONAL FIXTURES AND EQUIPMENT: Lessee shall have the right to install additional trade fixtures and equipment at own expense on condition that said installations do not damage the structural portions of the building.

C. OPTION OF LESSOR TO PURCHASE FIXTURES AND EQUIPMENT: In the event this lease shall terminate for any cause, and lessee has not purchased the equipment of the lessor described in the attached exhibit, as provided herein, lessor shall have the right and option to purchase any or all of such fixtures and equipment installed by the lessee at lessee's cost, less depreciation claimed for income tax purposes.

D. LESSEE'S RIGHT TO REMOVE FIXTURES AND EQUIPMENT: In the event the lessor does not exercise its option to purchase fixtures and equipment installed by lessee, as above provided, lessee shall have the right to remove such fixtures and equipment at the expiration or termination of this lease, and lessee shall restore the premises to their original condition.

JOINDER OF GOLD BUFFET INC. AS LESSOR:

Gold Buffet, Inc., the owner of the building leased to the lessee herein, hereby joins in and ratifies the provisions of this lease.

Dated at Winterset, Iowa, this 18 day of July, 1983.

GOLD BUFFET FRANCHISES, INC.

By _____
Caroll Meyer, President

GOLD BUFFET, INC.

By _____
Carroll Meyer, President

LESSOR

_____
Roger B. McGinley

_____
Leah Renee'McGinley

LESSEE

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 24th day of August, 1983, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared

ROGER B. McGINLEY and LEAH RENEE'McGINLEY

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Shirley A. Webster
Notary Public in and for the
State of Iowa.

SHIRLEY A. WEBSTER
MY COMMISSION EXPIRES
September 30, 1984

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 24th day of ~~July~~ August 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CARROLL MEYER to me personally known, who, being by me duly sworn, did say that he is the President and Secretary, of GOLD BUFFET FRANCHISES, INC.; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said CARROLL MEYER, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the
State of Iowa

SHIRLEY A. WEBSTER
MY COMMISSION EXPIRES
September 30, 1984

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 24th day of ~~July~~ August 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CARROLL MEYER to me personally known, who, being by me duly sworn, did say that he is the President and Secretary, of GOLD BUFFET, INC.; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said CARROLL MEYER, as such officer, acknowledged the execution of said said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the
State of Iowa

SHIRLEY A. WEBSTER
MY COMMISSION EXPIRES
September 30, 1984

Exhibit B — EQUIPMENT LIST
WINTERSET, IOWA

FRONT END EQUIPMENT:

1 - Mosler Safe - two compartment
4 - Series 80 Borroughs check-outs
4 - Series 500 Data Terminal System terminals
4 - Spectra Physic's, model 7530 scanners
4 - Data Terminal scales, model 925; S.N. 105539, 104801, 105483, 105525
2 - Four chair tables combination
1 - Curtis key machine, model 2000K; S.N. 101753
1 - One door reach-in (Deli)
1 - Sano microwave oven, model EM40205; S.N. 550735257
1 - J.C. Connolly hot dog machine, model C-21; S.N. 3823
1 - NCR cash register, 52D-315-10-5-1L(CCX)(CC-1); S.N. 1-8012767
1 - Paymaster check writer, model S-550; S.N. 67F33815
1 - Raymor music and page system, model 840-35; S.N. 86704
1 - Metal desk with chair
1 - Wooden desk with chair
1 - Sharp calculator, EL11825
1 - Two drawer file cabinet
40 - Shopping carts

SHELVING:

1 - 24' Wall Shelving
1 - 11' Wall Shelving
1 - 44' Wall Shelving
1 - 52' Wall Shelving
1 - 60' Wall Shelving
1 - 24' Wall Shelving
1 - 80' Wall Shelving
1 - 12' Wall Shelving

1 - 10' Wall Shelving
1 - 12' Wall Shelving
2 - 48' Gondola
2 - 56' Gondola
2 - 64' Gondola
9 - 4' End Wall Shelving
2 - 4' Displays on dollies

BAKERY:

1 - Federal Bakery Case, model 21574-1, S.N. 8171484
1 - Hobart Mixer, model A-200; S.N. 1262631
1 - 30" x 96" Maple top table w/12 drawer condiment rack
1 - 30" x 60" Maple top table
1 - 30" x 96" Maple top table
1 - 60" x 180" Maple top table
20 - Ingredient bins on casters
3 - Plastic containers on dollies
1 - Doughnut icing table
1 - Anet Doughnut Fryer, model TFS24X24; S.N. 20046-67
1 - Doughnut dispenser, type B; S.N. 18997
1 - Cake molder, model 8877
1 - Fortuna shaper
1 - Candy stove (gas)
1 - Did-O-Matic Pic Press, D-301-4779
1 - Single door doughnut proofer
1 - Hobart Mixer, model T801; S.N. 601014
1 - Hobart Mixer, model V11401; S.N. 1434068
1 - Hobart Mixer, model A-200; S.N. 1255836
1 - Detecto ingredient scale
1 - 18 drawer ingredient bin
4 - Wilder pan racks
3 - 30" x 72" Cooling racks

1 - Tranlsen 8 door holding freezer
1 - Tranlsen 4 door holding cooler
1 - Paul Reed Proofer, model P2103; S.N. 684120
1 - Paul Reed Oven, model R2102; S.N. 64120
1 - Molene Bun Slicer, model 250; S.N. 1464
1 - Wrapper, model 825; S.N. 97011
1 - Oliver Bread Slicer, model 797G; S.N. 105768
1 - Well McLain Boiler, EG-50

BACK ROOM:

1 - 47½" Dough Case
2 - O.T.C. check stands
1 - Frozen food merchandiser (Artic Star)
1 - Schaffer 3 compartment Ice Cream case
1 - Crown pallet jack
1 - Time clock with card rack
2 - 6 Wheel trucks
6 - Folding chairs
3 - 2 Wheel trucks
2 - 4' Displays on casters
4 - 10' Conveyers with stands
1 - Advance floor machine, model A20ELX; S.N. 321473
1 - Floor Buffer, model 22-1 1/3-8415ECC-18783
1 - Dual Isle Schaffer Ice Cream Case

WALK-INS:

1 - 8' x 12' Bally with coil
1 - 6' x 24' Dairy walk-in with 8 doors and racks and coil
1 - 6' x 8' Freezer with coil
1 - 12' x 16' Meat with coil
1 - 12' x 16' Freezer with coil
1 - 10' x 12' Produce with coil

REFRIGERATED CASES:

1 - Hussman B9D12; S.N. 8233-0188
1 - Hussman D4J-12J; S.N. 8529-1175
1 - Hussman FHM 12U; S.N. 8694-5330
1 - Hussman FHM 8U; S.N. 8693-2059
1 - True GDM-46; S.N. 183215
1 - True GDM-46; S.N. 17951
1 - Line up of 23 door frozen food

COMPRESSORS:

1 - Model KK2-0100-CAB; S.N. C73A17294
1 - Model LWH-1-0310-TAC; S.N. 76A68340
1 - Model LWH1-0310-TAC; S.N. 73D37627
1 - Model KK100; S.N. 872066
1 - Model EAV1-0200-TAC; S.N. 66E75474
1 - Model 96-300; S.N. 496408
1 - Model EAL1-0200-TAC; S.N. 72H29722
1 - Model KAL1-0100-TAC; S.N. 83E83868
1 - Model 90, S.N. 4741333
1 - Model MWE1-0500-TAC; S.N. S68C25059
1 - Model MRA2-0500-TFC; S.N. 78K84611
1 - Model LAH1-0310-TAC; S.N. 82K79031
1 - Model MRF-2-0500-TFC; S.N. GTC78B10126
1 - Model 4RA3-1000-TFC; S.N. 80E8469G
1 - Model 4RA3-1000-TFC; S.N. 80E88471G

MEAT EQUIPMENT:

1 - 3 Roll hot wire wrapper
1 - Platform scale; 1-G275159
1 - Bar-B-Que and Warmer
1 - Hobart Saw, model 5313; S.N. 1146953

1 - Steak machine, model 401; S.N. 1548580
1 - Hobart scale, model 1840; S.N. 15-216-905
1 - Hobart printer, model 18T; S.N. 15-216-363U
1 - Hobart scale, model 660; S.N. 1202154
1 - Hobart scale, model 1840; S.N. 15212935
X 1 - Hobart scale, model 3000S; S.N. 15166913 W/ TARE
CW X 1 - Hobart labeler, model 3000L; S.N. 15159530 W/ LABELS + LABEL ARM
RM 1 - Hobart grinder, 2 H.P., Model 4-432, S.N. 1134595
1 - Roast funnel
1 - 3 Roll hot wire, model 102A
1 - 3 Roll hot wire, model 825; S.N. 57005
1 - Toldeo Slicer, model 5400; S.N. 0-001-02 8494
1 - 16 Pan dolly
1 - 12 Pan dolly
1 - 6 Pan dolly
1 - 6 Lug dolly
2 - Bottle carts
1 - Hollomatic Patty Machine
2 - Lever Action Tape Machines
1 - Calculator, model 9H; S.N. 444-881
1 - 30" x 72" Table
1 - 30" x 96" Table

PRODUCE:

4 - 4' x 6' Produce Tables

MISCELLANEOUS:

1 - Cold Draft Ice Machine
1 - Bunn O Matic Coffee Machine
1 - Four Flavor Beverage Machine
1 - 4' Magazine Rack
1 - Pepsi Vending Machine
RM 1 - Coke Vending Machine
IOWLY X - Ice Storage Cabinets 14549205