

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Carl Karcher Enterprises, Inc.  
1200 N. Harbor Boulevard  
P.O. Box 4349  
Anabeim, CA 92803-4349  
Attention: Real Estate Contracts Dept.

E 1337767 B 2157 P 660  
JAMES ASHALER, DAVIS CNTY RECORDER  
1997 JUL 30 3:58 PM FEE 18.00 DEP DJW  
REC'D FOR EQUITY TITLE AGENCY

3A Layton Market Center  
Salt Lake

(Space above for Recorder's use)

Documentary Transfer Tax: None  
Lease term less than 35 years.

Assessor's Parcel No. ~~10-150-0003~~  
10-500-0003

**MEMORANDUM OF GROUND LEASE**

This Memorandum of Ground Lease is made by IG, L.C., a Utah limited liability company, as Landlord and as the owner of the real property described below (the "Premises"), and Carl Karcher Enterprises, Inc., a California corporation, as Tenant with respect to the Premises.

Landlord and Tenant executed an unrecorded Ground Lease, which is incorporated herein by this reference, with an Effective Date of July 7, 1997. Words used in this Memorandum have the same meaning as in the Ground Lease.

The Premises are described Exhibit "A" which is attached to this Memorandum and incorporated herein by this reference.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord subject to all provisions of the Ground Lease

The Effective Date of this Lease is July 7, 1997.

The initial Term of this Lease is 20 Lease Years.

Landlord grants Tenant options to extend the Term for 2 additional 5-year periods.

Landlord grants Tenant the exclusive right to use the Premises for a quick service restaurant serving ground beef menu items and other related items incidental thereto, including chicken sandwiches.

6w6  
JR

Landlord may not allow the use of any real property leased or owned by Lessor or an affiliate of Lessor and located in the Shopping Center or within 1,000 feet of the exterior boundary of the Shopping Center (a) which interferes with access to or visibility of the Lessee's Improvements from the Shopping Center or adjacent streets; or (b) for a use which competes with Lessee's business operated on the Premises, including, but not limited to, quick service restaurants such as Burger King, In-N-Out-Burger, Jack-in-the-Box and McDonald's. Notwithstanding, the foregoing, this provision shall not apply to any parcel presently owned and operated by Target Stores and/or any space having a gross leaseable area of 5,000 square feet or greater. Notwithstanding, the foregoing, incidental sales by other tenants of hamburgers shall be permitted provided such sales do not exceed 10 percent of any such tenants' total sales. Notwithstanding the foregoing, this provision shall not apply to any lease or agreement entered into before this Lease.

**Mail Tax Statements to:** Carl Karcher Enterprises, 1200 N. Harbor Boulevard, P.O. Box 4349, Anaheim, CA 92803-4349, Attention: Cathy Mallory.

**Signatures for Memorandum of Ground Lease**

**TENANT:**

**ADDRESS:**

Carl Karcher Enterprises, Inc.,  
a California corporation

1200 N. Harbor Boulevard  
P. O. Box 4349  
Anaheim, CA 92803-4349  
Attn: Lease Administration Department

By: 

Name: Carl A. Arena

Title: Vice President, Real Estate

**LANDLORD:**

**ADDRESS:**

IG, L.C., a Utah limited liability company

c/o Woodbury Amsource, Inc.  
Attn: W. Richards Woodbury  
2677 East Parkleys Way  
Salt Lake City, Utah 84109

By: 

By: 

Name: W. Richards Woodbury

Name: Gregory W. Blissmeyer

Title: Chairman

Title: Vice President

LEGAL DESCRIPTION

ALL OF LOT 3A OF THE LAYTON MARKET CENTER SUBDIVISION 2ND  
AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF  
RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

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Official copy of this document. For an official copy, please contact Davis County Government.

STATE OF )  
 )  
COUNTY OF )

On \_\_\_\_\_, 1997, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known or proven to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity as \_\_\_\_\_, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

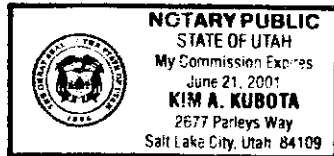
\_\_\_\_\_

STATE OF Utah )  
 )  
COUNTY OF Salt Lake )

On July 23, 1997, before me, Kim A. Kubota the undersigned Notary Public, personally appeared W. Richards Woodbury, personally known or proven to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity as Chairman & V. President, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kim A. Kubota



*[Handwritten mark]*

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

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On July 24, 1997, before me, Barbara A. Bandoli, the undersigned Notary Public, personally appeared CARL A. ARENA, Vice President, Real Estate, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as an officer of CARL KARCHER ENTERPRISES, INC., a California corporation, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Barbara A. Bandoli*



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