

5A Layton ML Center 2nd and

10-200-0005

JAMES ASHAUER, DAVIS COUNTY RECORDER

DEC 23 1998

Recording requested by
and when recorded return to:

Sydran Food Services III, L.P.
3000 Executive Parkway, Suite 515
San Ramon, CA 94583-4254
Attn: Kenneth A. Freed, Esq.

FEE PD. \$ 20.00 6 p.
ENTRY # 1472255 AT 9:40 AM
BOOK # 2439 PAGE # 1
DAVIS COUNTY RECORDER
Title West
E 1472255 12419 P 1

MEMORANDUM OF AND AMENDMENT TO LEASE

This Memorandum of and Amendment to Lease (this "Memorandum") is made as of December 11, 1998, between IG, L.C., a limited liability company formed pursuant to the Utah limited liability company act, having an address at 2677 East Parleys Way, Salt Lake City, Utah 84109 ("Landlord") and Sydran Food Services III, L.P., having an address at Bishop Ranch & 3000 Executive Parkway, Suite 515, San Ramon, California 94583 ("Tenant"), who agree as follows:

1. **Premises.** Landlord has leased to Tenant and Tenant has leased from Landlord pursuant to a lease (the "Lease") dated as of August 29, 1997, the real property located in Layton, Utah and described in Exhibit A attached to this Memorandum (the "Property").
2. **Term.** The Lease is for a term of twenty (20) years, commencing on April 13, 1998, and ending on April 12, 2018 (the "Term").
3. **Ownership of Building.** All buildings and other improvements located from time-to-time on the Property will be and remain the property of Tenant throughout the Term. Upon the expiration or earlier termination of the Lease, all buildings and other improvements, excluding Tenant's trade fixtures and removable personal property, may, at Tenant's election, either: (i) remain the property of Tenant, if Tenant elects to remove such buildings and other improvements within ninety (90) days after the expiration or earlier termination of the Lease; or (ii) remain the property of Landlord.
4. **Rights of First Refusal.** (a) Throughout the Term, Tenant is granted a right of first refusal if Landlord receives a bona fide offer to purchase the Property or any interest therein ("Property Interest"). Reference is made to the Lease itself for a more detailed description of that right of first refusal. No person may acquire a Property Interest from Landlord without Landlord first complying with that right of first refusal.

(b) Tenant is also granted a right of first refusal to lease the Property if Landlord receives a bona fide offer to lease the Property upon the expiration of the Term. Reference is made to the Lease itself for a more detailed description of that right of first refusal. No person may lease the Property from Landlord without Landlord first complying with that right of first refusal.
5. **Lease Option.** Pursuant to the Lease, Tenant is granted four (4) options of five (5) years each to extend the Term.

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COURTESY RECORDING
This document is being recorded solely as a courtesy to the parties.
Title West assumes no responsibility for the contents hereof and
makes no representations as to the effect or validity of this document.

6. **Common Areas.** Attached hereto as Exhibit B is a plan of the Layton Market Center Shopping Center (the "Shopping Center") in which the Property is located. As used herein, the "Common Areas" will mean all areas and facilities within the boundaries of the Shopping Center that are provided and designated by Landlord from time to time for the general use and convenience of Tenant, other tenants and occupants of the Shopping Center and their respective invitees and licensees. Common Areas include, but are not limited to, pedestrian walkways, patios, landscaped areas, sidewalks, plazas, parking areas and roadways. The current Common Areas are shown on Exhibit B and may not be modified, reduced and/or relocated without the prior written consent of Tenant. The Lease grants Tenant certain non-exclusive rights to use the Common Areas for vehicular parking and vehicular and pedestrian access, ingress and egress to and from the Property to and from the Shopping Center, over, upon and across those portions of the Common Areas composed of the parking areas, driveways, exits and entrances of the Shopping Center; to use all Common Areas for the purposes for which they are intended; and to tie into, install, operate, maintain, repair and replace any and all utility lines and related facilities to the Property over, under and in the Shopping Center (collectively, the "Easements"). Reference is made to the Lease for a more complete description of the Easements.

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7. **Amendment to Lease.** Section 2(a) of the Lease is hereby amended (i) to provide that the description of the Property is as set forth on Exhibit A attached to this Memorandum, which replaces the Exhibit A originally attached to the Lease, and (ii) to delete the phrase "containing approximately 6000 square feet" from the fourth line of said Section 2(a).

8. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease, except as specifically hereinabove set forth.


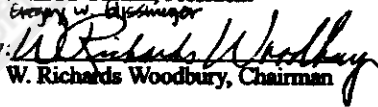
9. **Counterparts.** This Memorandum may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement.

10. **Incorporation.** All of the terms and conditions of the Lease will be incorporated herein by reference, as though fully set forth herein.

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

LANDLORD:

IG, L.C., a Utah limited liability company, by Woodbury Amsource, its Manager

By: 
 John R. Gaskill, President
 Gregory W. Blossminger
 By: 
 W. Richards Woodbury, Chairman

TENANT:

Sydran Food Services III, L.P. a California limited partnership
 By: Sydran III, a California corporation, its general partner

By: 
 Richard R. Karns
 Vice President



ACKNOWLEDGMENT

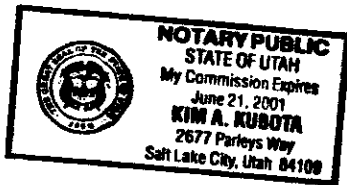
State of Utah)
County of SL)

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On December 21, 1998, before me, Kim A. Kubota, the undersigned Notary Public, personally appeared Raymond A. Ackerman & W. Kidwiler Woodham

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kim A. Kubota
Notary's Signature

ACKNOWLEDGMENT

State of California)
County of Contra Costa)

On December 11, 1998, before me, Zenia Minwalla, the undersigned Notary Public, personally appeared Richard R. Karns

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Zenia Minwalla
Notary's Signature

WLC
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EXHIBIT A

LEGAL DESCRIPTION
(Chili's #17, Layton, Utah)

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Parcel A:

All of Lot 5A, Layton Market Center Subdivision, 2nd Amended, Layton City, Davis County, Utah, according to the official plat thereof.

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Parcel B:

The easement rights accruing to Parcel A under the following:

Operation and Easement Agreement between Dayton Hudson Corporation, a Minnesota corporation, and Woodbury Amsource Inc., a Utah corporation, recorded February 19, 1997, as Entry No. 1305041, in Book 2096, Page 1354, records of Davis County, Utah; First Amendment to Operation and Easement Agreement between Dayton Hudson Corporation, a Minnesota corporation, and Woodbury Amsource Inc., a Utah corporation, recorded July 14, 1997, as Entry No. 1334336, in Book 2151, Page 721, records of Davis County, Utah; Maintenance and Easement Agreement dated February 11, 1997 between Dayton Hudson Corporation, a Minnesota corporation, and Woodbury Amsource Inc., a Utah corporation, recorded February 19, 1997, as Entry No. 1305042, in Book 2096, Page 1451, records of Davis County, Utah.

6wL
of

Street Address:
1970 North 1000 West
Layton, UT 84041

Chili's #17
FFCA #8000-7981

Legal: Dev\Chili\Layton\LayLegal.doc (12/10/98)

EXHIBIT B
SHOPPING CENTER PLAN

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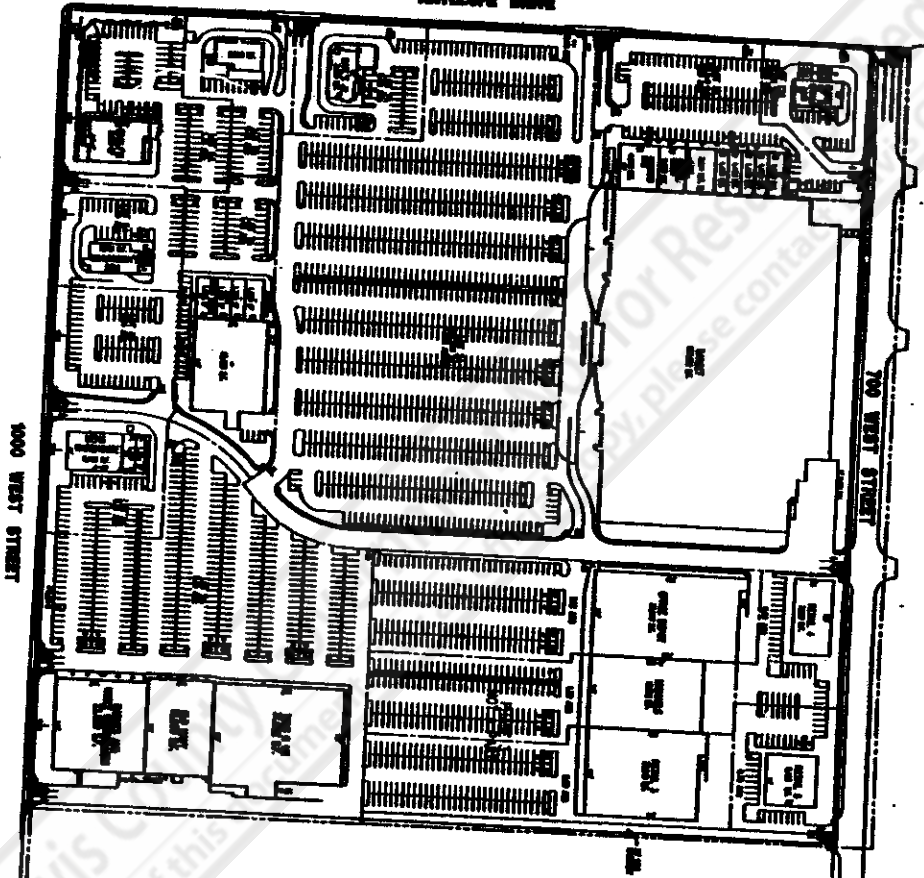
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EXHIBIT B

6

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ANTELOPE DRIVE



1000 WEST STREET

700 WEST STREET

SITE PLAN

SP-1

LAYTON MARKET CENTER

WOODSBURY
CORPORATION

SCALE: 1" = 100'

