

**RECORDING REQUESTED BY, AND
WHEN RECORDED PLEASE RETURN TO:**

**RECORDING REQUESTED BY, AND
WHEN RECORDED PLEASE RETURN TO:**

Sydran Services, Inc.
3000 Executive Parkway, Suite 515
San Ramon, CA 94583
Attention: Kenneth A. Freed, Esq.

10-200-0005

SA, Layton Market
Center 2nd AMD

E 1474202 B 2423 P 732
JAMES ASHMER, DAVIS CNTY RECORDER
1998 DEC 31 11:42 PM FEE 16.00 DEP JO
REC'D FOR BONNEVILLE TITLE COMPANY, INC

Memorandum of Lease

(Chili's No. 17)

This Memorandum of Lease is made as of December 23, 1998, between SYDRAN HOLDINGS V LIMITED PARTNERSHIP ("Lessor") and SYDRAN FOOD SERVICES III, L.P. ("Lessee"), who agree as follows:

1. Terms and Premises. Lessor leases to Lessee and Lessee leases from Lessor pursuant to a Lease (the "Lease") dated for reference purposes as of December 23, 1998, between Lessor and Lessee, the real property (the "Property") located in the City of Layton, State of Utah, described in Exhibit A attached to this Memorandum, and improvements and appurtenances that are owned by Lessor and located on the Property. The Lease is for a term commensurate with the initial term of that certain Ground Lease - Shopping Center Out Parcel ("Ground Lease") dated as of August 29, 1997, between I.G. L.C. and Sydran Food Services III, L.P. a Memorandum of which Ground Lease was dated as of December 11, 1998, and filed for record in Davis County, Utah on December 23, 1998, at Entry #1472255, Book 2419, and which Ground Lease affects Lessor's interest in the Property. The term of the Lease is subject to extension by Lessee for four (4) periods of five (5) years each. The foregoing letting is on all of the terms and provisions of the Lease, which terms and provisions are incorporated herein by reference.

2. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease referred to above.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the day and year first written above.

LESSEE:

**SYDRAN FOOD SERVICES III, L.P., a
California limited partnership**

By: Sydran III, Inc.,
Its general partner

By: 
Steven Grossman
Vice President, Finance

LESSOR:

**SYDRAN HOLDINGS V LIMITED
PARTNERSHIP, a Nevada limited partnership**

By: Sydran Holdings V, Inc.
Its general partner

By: 
Steven Grossman
Vice President, Finance
and Assistant Secretary

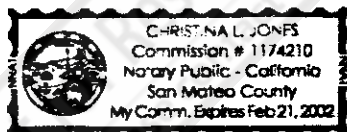
ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

1474202 12423 734

Personally appeared before me, the undersigned authority in and for said county and state, on December 24, 1998, within my jurisdiction the within named Steven Grossman, personally known to me, who acknowledged that he is the Vice President, Finance of Sydran III, Inc., which is the general partner of Sydran Food Services III, L.P. (the "Partnership"), and that for and on behalf of such corporation, as general partner of the Partnership, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Christina L. Jones
Notary Public



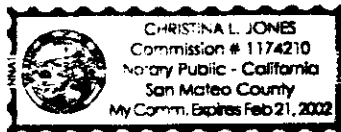
My commission expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

Personally appeared before me, the undersigned authority in and for said county and state, on December 24, 1998, within my jurisdiction the within named Steven Grossman, personally known to me, who acknowledged that he is the V.P. Finance/Asst Sec. of Sydran Holdings V, Inc., which is the general partner of Sydran Holdings V Limited Partnership (the "Partnership"), and that for and on behalf of such corporation, as general partner of the Partnership, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Christina L. Jones
Notary Public



My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

E 1474202 | 2423 | 735

All of Lot 5A, LAYTON MARKET CENTER SUBDIVISION 2ND AMENDED, Layton City, Davis County, Utah, according to the official plat thereof. Recorded July 11, 1997, as Entry No. 1334173, in Book 2151, Page 296 of official records.

PARCEL B:

10-200-0005

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. 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.