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Lot 5A Layton Market Center 2nd Amendment  
10-200-0005

MEMORANDUM OF AMENDMENT TO LEASE  
(Store No. CH 00017)

This Memorandum of Amendment to Lease is executed on June 29, 2000, between SYDRAN HOLDINGS V, LLC, a Nevada limited liability company ("Lessor"), and SYDRAN FOOD SERVICES III, L.P., a California limited partnership ("Lessee"), who agree as follows:

- Terms and Premises.** Lessor leases to Lessee and Lessee leases from Lessor pursuant to a Lease, dated for reference purposes as of December 23, 1998, as amended (collectively, the "Lease"), between Lessor and Lessee, the real property located in the City of Layton, County of Davis, State of Utah, described in **Exhibit A** attached to this Memorandum of Amendment to Lease, for a term expiring on December 29, 2006, for which a Memorandum of Lease was recorded on December 31, 1998, Entry No. 1474202, Book 2423, Page 732, in County of Davis, State of Utah. Pursuant to the Lease Amendment, Lessee may extend the term of the Lease for a first option term ending April 12, 2028 and for two (2) successive individual extended option terms of five (5) years each by giving Lessor written notice of its intention to do so at least two (2) months prior to the date by which Landlord must exercise its next available option to extend the term of the Underlying Lease. The foregoing letting is on all of the terms and provisions of the Lease, which terms and provisions are incorporated herein by reference.
- Purpose of Memorandum of Lease.** Lessor and Lessee acknowledge that the information contained herein is true and correct and that they intend to place this Memorandum of Amendment to Lease of record for the purpose of giving public notice of the Amendment to Lease 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.

WITNESS OR ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

SYDRAN HOLDINGS V, LLC,  
a Nevada limited liability company

By:   
Its: Sr. Vice President & Secretary

WITNESS OR ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

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

By: Sydran Services, LLC, its general partner

By:   
Its: Sr. Vice President & Secretary

STATE OF CALIFORNIA )  
 )  
COUNTY OF Contra Costa ) ss

E 1614764 B 2694 P 946

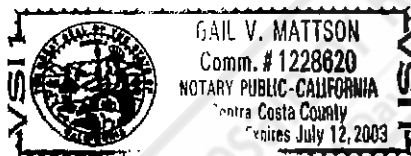
On Aug 9, 2000, before me, Gail V. Mattson, a Notary Public for the State of California, personally appeared Kenneth A. Freed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(SEAL)

ILLEGIBLE SEAL

Gail V. Mattson  
(Signature)



STATE OF CALIFORNIA )  
 )  
COUNTY OF Contra Costa ) ss



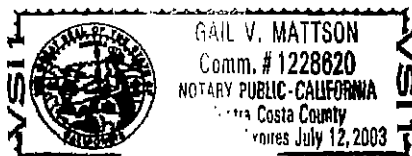
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WITNESS my hand and official seal

(SEAL)

ILLEGIBLE SEAL

Gail V. Mattson  
(Signature)



43863/0806  
7/24/00/RS/187401.1

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EXHIBIT A

E 1614764 B 2694 P 947

LEGAL DESCRIPTION

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SHERYL L. WHITE  
Davis County Recorder

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7/24/00/RS/187401.1

EXHIBIT A

17  
E 1614764 B 2694 P 943

LEGAL DESCRIPTION

PARCEL A:

~~E 1474202 B 2423 P 735~~

All of Lot 5A, LAYTON MARKET CENTER SUBDIVISION 2<sup>ND</sup> 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.

-RECORDER'S MEMO-  
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