

ASSIGNMENT AND ASSUMPTION OF LEASE

Chili's No. 17

10-200-0005

STATE OF UTAH §
 §
COUNTY OF DAVIS §

This Assignment and Assumption of Lease (the "Assignment") is made and entered into this ~~17th~~ day of ~~October~~ ^{November}, 2001 (the "Effective Date"), by and between Sydran Food Services III, L.P., a California limited partnership (the "Assignor"), having its principal place of business at Bishop Ranch 8, 3000 Executive Drive, Suite 515, San Ramon, California 94583, and BRINKER RESTAURANT CORPORATION, a Delaware corporation (the "Assignee"), having its principal place of business at 6820 LBJ Freeway, Dallas, Texas 75240.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the following lease: Lease by and between Sydran Holdings V Limited Partnership, as landlord, and Assignor, as tenant, dated December 23, 1998 (the "Lease");

WHEREAS, Assignor's interest in the Lease is further evidenced by that certain Memorandum of Lease by and between Sydran Holdings V, Limited Partnership, as lessor, and Assignor, as lessee, recorded December 31, 1998, as Entry No. 1474202, as Book 2423, at Page 732, and Memorandum of Amendment to Lease by and between Sydran Holdings V, Limited Partnership and Assignor, recorded September 22, 2000, as Entry No. 1674764, in Book 2694, at Page 945, of Official Records of David County, Utah;

WHEREAS, the property covered by the Lease is more particularly described in Schedule A attached hereto; and

WHEREAS, Assignor and Assignee are desirous of documenting the terms and conditions under which said assignment and assumption will occur.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein and for other good and valuable consideration, the existence, receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, grant, transfer and assign to Assignee as of the Effective Date, all of Assignor's right, title and interest in and to, and does hereby delegate to Assignee all of Assignor's duties and obligations under the Lease.

2. **Assumption.** Assignee hereby accepts and assumes said assignment and agrees to be bound by and abide by each and every term, covenant and condition of the Lease as they apply from and after the date hereof, and to fulfill Assignor's obligations with respect to Assignor's interest therein transferred to Assignee by this Assignment.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. **Indemnity.** Subject to the limitations set forth in the Asset Purchase Agreement dated July 20, 2001, by and among Assignor, The Sydran Group, LLC, and Brinker Restaurant Corporation, Assignor hereby agrees to defend, indemnify and hold harmless Assignee from costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease prior to the date of this Assignment. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from all costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease from and after the date of this Assignment.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment via telephone facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. **Continuing Obligation.** Assignor and Assignee agree that this Assignment and the respective rights and obligations of Assignor and Assignee hereto shall continue in force and effect during the term and any option terms of the Lease.

7. **Governing Law.** The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date or dates indicated below, to be effective as of the Effective Date.

ASSIGNOR:

SYDRAN FOOD SERVICES III, L.P.

By: Sydran Services, LLC, its general partner

By: [Signature]
Iver Bowden, Senior Vice President -
Development

DATE: 11-15-01

ASSIGNEE:

BRINKER RESTAURANT CORPORATION,
a Delaware corporation

By: [Signature]
Jay L. Tobin, Vice President and Assistant
Secretary

DATE: 11-15-01

CH #17

**RECORDING REQUESTED BY, AND
AFTER RECORDING RETURN TO:**

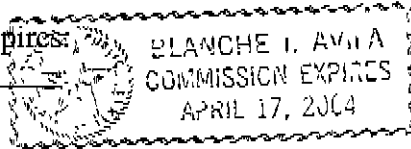
Kris Niedringhaus
Chancery Title Company, LLC
3950 Lewiston Street, Suite 100
Aurora, Colorado 80011

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13th day of November, 2001, by Iver Bowden, Senior Vice President – Development of Sydran Services, LLC, the general partner of Sydran Food Services III, L.P., on behalf of said limited partnership.

Blanche I. Avila
Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13th day of November, 2001, by Jay L. Tobin, Vice President and Assistant Secretary of Brinker Restaurant Corporation, a Delaware corporation, on behalf of said corporation.

Laura C. Richard
Notary Public, State of Texas

My Commission Expires:



Schedule A
LEGAL DESCRIPTION

SCHEDULE A

ORDER NO.: 01029227

PARCEL 1:


All of Lot 5A, LAYTON MARKET CENTER SUBDIVISION 2nd AMENDED, according to the official plat thereof, on file and of record in the office of the Layton City, Davis County, Utah

PARCEL 1A:

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, at 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, at 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, at Page 1451, Supplemental maintenance and Easement Agreement between DAYTON HUDSON CORPORATION, a Minnesota corporation and IG, L.C., a Utah limited liability company recorded November 02, 1999, as Entry No. 1556171, in Book 2577, at Page 1006, in the records of Davis County Utah.

Property Address:

1970 NORTH 1000 WEST
LAYTON, UT 84041



- MICROFILM MEMO -
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.