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NANCY WORKMAN

RECORDER, SALI LAKE COUNTY, UTAH
SUTHERLAND TITLE
BY: RDJ, DEPUTY - WI 4 P.

EXHIBIT G MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is entered into as of the 2 nd day of Movember, 2000, between CPI/WEST JORDAN, LLC, an Idaho limited liability company ("Landlord"), and DEL TACO, INC., a California corporation ("Tenant").

- 1. <u>Premises</u>. Landlord and Tenant have heretofore entered into a Shopping Center Lease dated as of December 17, 1998, (hereinafter called Lease), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in West Jordan, Utah, described in the Lease and more particularly described in Schedule I hereto and shown on Exhibit A hereto (the "Premises"), which Premises are a part of the Shopping Center described in said Lease.
- 2. <u>Term.</u> The term of the Lease is for twenty-five (25) consecutive years commencing on the 3rd day of November, 1999 and terminating on the 30th day of November, 2024.
- 3. Option for Renewal. Tenant, at Tenant's option, in accordance with the terms of the Lease, may extend the term of the Lease for four (4) consecutive periods of five (5) years each.
- 4. Exclusive Use. (1) Landlord covenants and agrees that during the term of this Lease, and so long as Tenant is operating a Del Taco on the Premises and is not in default of any of its obligations and covenants hereunder, Landlord will not lease space in the Shopping Center to anyone whose primary business to be conducted in the Shopping Center is a Fast Food Mexican Food Operation as hereafter defined.
- (2) The term "Fast Food Mexican Food Operation" shall mean a fast food establishment deriving forty percent (40%) or more of its gross sales from the sale of prepared Mexican food, such as tacos, burritos, nachos, etc., including, without limitation, restaurant establishments that conduct business under the trade name "Taco John's", "Taco Time", "Taco Bell", "Green Burrito" or similar national chain fast food restaurants which are recognized as serving substantial quantities of prepared tacos and other Mexican food, whether or not they meet the above-referenced forty percent (40%) test.
 - (3) This covenant does not apply to:
 - (a) any portion of the Shopping Center which is not owned by Landlord;
 - (b) any lease previously entered into by Landlord for the Shopping Center;
 - (c) the tenant or owner of Parcel 2 (currently Albertson's), the tenant or owner of Parcel 7 (currently Target) or any tenant or owner of a business operating a store containing eight thousand (8,000) square feet or more of floor space, so long as a Fast Food Mexican Food Operation does not constitute the principal or primary use of such premises;
 - (d) the allowing by Landlord of incidental sales of similar food by a tenant whose primary business is not the same as Tenant's.

TENANT:

DEL TACO, INC.,

a California corporation

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease to be effective the date and year first above written.

LANDLORD:

CPI/WEST JORDAN, LLC

an Idaho limited

liability company

By: Cantlon Properties, Inc.

an Idaho corporation, Ma

By:

Roger D. Cantlon, President

EXHIBIT "H-1" TO RETAIL LEASE AGREEMENT (Memorandum of Lease) - 1

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State of (alelainea)		
County of Orbuse) ss.		
On this 2 day of Management, in the year of 2000, before me, a Notary Public in and for said State, personally		
appeared Muchael & Consumer, known or identified to me to be the Machael of DEL TACO, INC., a California corporation, the corporation that executed the instrument or the person who executed the instrument on behalf		
of said corporation, and acknowledged to me that such corporation executed the same.		
	Show Cook	
	Notary Public for	
	Residing at	
SHARON COOK	My Commission expires	
Commission # 1155277	,	
Notary Public - California		
Orange County		
MVCcmim Expires Sep 13, 2001		
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On this day of ______, 2000, before me, a Notary Public in and for the State of Idaho, personally appeared ROGER D. CANTLON, known or identified to me to be the President of CANTLON PROPERTIES, INC., an Idaho corporation, which corporation is known or identified to me to be a manager of CPI/WEST JORDAN, LLC, an Idaho limited liability company, who as President caused CANTLON PROPERTIES, INC., which is a manager of CPI/WEST JORDAN, LLC, to subscribe said limited liability company name, CPI/WEST JORDAN, LLC, to the foregoing instrument and acknowledged to me that CANTLON PROPERTIES, INC., which is a manager of CPI/WEST JORDAN, LLC, executed the same in CPI/WEST JORDAN, LLC's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Islano

Residing at-

My commission expires:

EXHIBIT A

DESCRIPTION OF DEL TACO LEASE PREMISES

Lot 4 of West Jordan Town Center according to the official plat thereof, records of Salt Lake County, Utah.

21-22-381-019