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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: LDT, DEPUTY - MI 4 P.

Recording Requested by and
When Recorded Return to:

Steven E. Tyler
Callister, Nebeker & McCullough
900 Gateway Tower East
10 East South Temple
Salt Lake City, Utah 84133

**MEMORANDUM OF LEASE
(Wendy's Site)**

This Memorandum of Lease is entered into effective as of the 25th day of August, 2003, between **SMITH'S FOOD & DRUG CENTERS, INC.**, a Delaware corporation (hereinafter "Landlord") and **DEE'S INC.**, a Utah corporation ("hereinafter Tenant").

1. Premises. For sufficient consideration received, and the terms and conditions more particularly set forth in that certain Lease Agreement between Landlord and Tenant dated July 17, 2003 (the "Lease"), Landlord leases to Tenant and Tenant leases from Landlord, that certain real property located in Utah County, State of Utah and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Premises").

2. Term. Unless the Lease has been terminated, the "Original Term" of the Lease shall commence on the earlier of either April 12, 2004 or the date on which Tenant opens for business on the Premises and shall expire on the tenth anniversary of the last day of the first full month after the "Original Term Commencement Date" (as defined in the Lease).

3. Option to Extend. Tenant, at its option, may extend the Term of the Lease for six (6) consecutive periods of five (5) years each.

4. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

Landlord:

Smith's Food & Drug Centers, Inc.
1550 South Redwood Road
Salt Lake City, Utah 84104
Facsimile (801) 974-1243

Tenant:

Dee's, Inc.
777 East 2100 South
Salt Lake City, Utah 84106
Facsimile: (801) 487-4207

With a copy to:

Steven E. Tyler
Callister, Nebeker & McCullough
900 Gateway Tower East
Salt Lake City, Utah 84133
Facsimile: (801) 364-9127

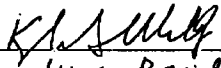
5. Successors. The rights and obligations created in the Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective covenants and obligations pertaining to the Premises shall run with the land.

6. Incorporation and Conflicts. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, this Memorandum of Lease is executed as of the date first above written.


LANDLORD

SMITH'S FOOD & DRUG CENTERS, INC.
a Delaware corporation

By 
Its Vice President

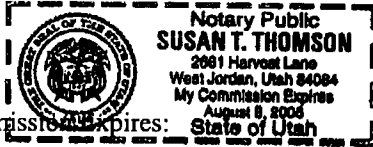
TENANT

DEE'S INC.
a Utah corporation

By 
Its Pres

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of AUGUST 2003, by KYLE S. MCKAY, the VICE PRESIDENT of SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation.



My Commission Expires:

8-8-06

Susan T. Thomson
NOTARY PUBLIC

Residing At:

SALT LAKE COUNTY, UTAH

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of AUGUST 2003, by MICHAEL OLSEN, the PRESIDENT of DEE'S INC., a Utah corporation.

Lydia Platt
NOTARY PUBLIC

Residing At:

My Commission Expires:

8/11/04

777 E. 2100 S SLC, UT
84106

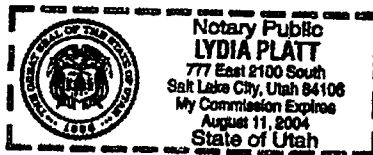


EXHIBIT "A"
(Legal Description for Leased Premises)

That certain real property located in Salt Lake County, State of Utah and more particularly described as follows:

PARCEL NO. 1:

Beginning at a point located North 89°56'00" East long the Section line 142.32 feet and North 0°21'28" East 81.77 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°21'28" East 204.09 feet; thence North 89°56'00" East 138.05 feet; thence South 0°21'28" West 204.09 feet; thence South 89°56'00" West 138.05 feet to the point of beginning.

PARCEL NO. 2:

An Access Easement, as more particularly described in Section 13.1 of the Lease over and across the following two Parcels:

Parcel A:

Beginning at a point on the Easterly right of way line of 2000 East Street, said point being located North 0°21'28" East 290.25 feet and North 89°56'00" East 122.44 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°21'28" East along said right of way line 30.42 feet; thence North 89°56'00" East 70.91 feet; thence South 0°21'28" West 34.80 feet to a point on the North line of Parcel 1; thence South 89°56'00" West along said North line 31.52 feet; thence North 0°21'28" East 4.38 feet; thence South 89°56'00" West 39.39 feet to the point of beginning.

Parcel B:

Beginning at a point North 89°56'00" East 280.37 feet and North 0°21'28" East 81.77 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°21'28" East 25.75 feet; thence North 89°56'00" East 118.03 feet; thence South 0°21'28" West 54.52 feet to the North right of way line; thence South 89°56'00" West along said right of way line 40.60 feet; thence North 0°21'28" East 28.77 feet; thence South 89°56'00" West 77.43 feet to the point of beginning.