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BRADLEY A SNOW
CHIEF DEPUTY RECORDER, SL CO, UT
HATCH ALLEN & SHEPHERD
PO BOX 30488
ALBUQUERQUE NM 87190
BY: ZJM, DEPUTY - WI 3 P.

MEMORANDUM OF LEASE

This **Memorandum of Lease** (hereinafter referred to as "Memorandum") is made as of the 1st day of January, 2001 KRISTINE ANN PROPERTIES, LLC, a Utah limited liability company, whose address is 136 East 12300 South, Draper, Utah 84620 ("Landlord") and PASTA VENTURES, INC., a Utah corporation, whose address is P.O. Box 1351, Corrales, New Mexico 87048 ("Tenant").

WITNESSETH, THAT,

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement and Lease Amendment Agreement (together referred to as the "Lease") whereby Landlord leased to Tenant certain real property; moreover, said Lease grants Fazoli's Systems, Inc. certain rights, including (i) the right to cure Tenant's defaults under the Lease, and (ii) a right of first refusal to purchase Tenant's interests in any improvements placed upon the leased premises by Tenant, each as more particularly described within the Lease; and

WHEREAS, for the purpose of evidencing the existence of said lease in the records of the County where the leased property is located, as provided for in said lease, Landlord and Tenant hereby execute, deliver and record this Memorandum.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the adequacy of which is hereby acknowledged, Landlord and Tenant hereby acknowledge and agree as follows:

1. **Document Title** The name of the Lease is Lease Agreement and Lease Amendment Agreement (hereinafter referred to as the "Lease").
2. **Document Date** The Lease Agreement is dated August 17, 2000. The Lease Amendment Agreement is dated December 28, 2000.
3. **Property Location** The "Leased Premises" are located at 12361 South Minuteman Drive, Draper, Utah 84620, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.
4. **Initial Term** The "Initial Term" of the Lease is a period of time commencing on the date of issuance of a Certificate of Occupancy or the date the premises opens for business, which ever occurs first, and continuing for a period of twenty (20) years ending on.
5. **Term Lease Extensions** Tenant has the right to continue the term of the Lease for the following "Lease Extensions": two (2) additional periods of five (5) years each.
6. **Lease Terms Incorporated** All of the terms, conditions, covenants and agreements contained in the Lease are hereby incorporated herein by reference.
7. **Conflict** In the event of a conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed and delivered, or have caused their authorized representatives to execute and deliver, this **Memorandum of Lease** as of the date first above written.

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LANDLORD:

TENANT:

KRISTINE ANN PROPERTIES, LLC

PASTA VENTURES, INC.

BY: [Signature]
Alan Summerhays, Member

BY: [Signature]
Kyle Mott, President

BY: [Signature]
Kristine Summerhays, Member

ACKNOWLEDGEMENTS

STATE OF UTAH

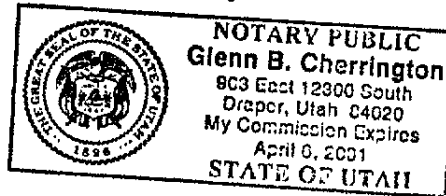
COUNTY OF Salt Lake ss.

The foregoing Memorandum of Lease was acknowledged before me this 22 day of January, 2001, by Alan Summerhays and Kristine Summerhays, members of Kristine Ann Properties, LLC, on behalf o said Company.

[Signature]
NOTARY PUBLIC

My Commission Expires:

4-6-2001
[SEAL]



STATE OF NEW MEXICO)

COUNTY OF BERNALILLO) ss.

The foregoing Memorandum of Lease was acknowledged before me this 16th day of January, 2001, by Kyle Mott, president of Pasta Ventures, Inc., on behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires:

09-03-01
[SEAL]



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EXHIBIT A
TO MEMORANDUM OF LEASE

DESCRIPTION OF THE LEASED PREMISES

Beginning at a point on the East right-of-way line of Minuteman Drive, said point being East 799.57 feet and North 1301.70 feet and South 04°51'30" West 30.87 feet from the Southwest corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian (basis of bearings being South 89°48'40" East between the Southwest Corner and the South ¼ Corner of said Section 30); said point being further described as being South 04°51'30" West 30.87 feet from the Northwest corner of lot 2 of the Draper Crossing Subdivision as recorded in the official records at the Salt Lake County Records Office, Utah; and thence East 276.75 feet; thence South 153.91 feet; thence West 292.71 feet to a point on a 440 foot radius curve to the left, said point also being on said Easterly right-of-way line of Minuteman Drive; thence 100.65 feet along the arc of said curve, (chord bears North 06°29'38" East 100.43 feet); thence North 04°51'30" East 54.33 feet to the point of beginning.

Contains 43,552.31 square feet or 0.9998 acres.

28-30-351-033