

RECORDING REQUESTED AND
AFTER RECORDING RETURN TO:
Republic Title of Texas, Inc.
c/o Ms. Janell Davidson
2626 Howell Street, 10th Floor
Dallas, TX 75204

Ent 993375 Bk 1562 Pg 1023
Date: 30-Mar-2009 09:19 AM Fee \$22.00
Cache County, UT
Michael Sreed, Rec. - Filed by GC
For FIRST AMERICAN TITLE XX

MEMORANDUM OF LEASE

February This MEMORANDUM OF LEASE (the "Memorandum") is executed this 6th day of ~~January~~, 2009, by CACHE VALLEY, LLC, a Delaware limited liability company ("Landlord") and ROADHOUSE OF LOGAN, UT, LLC, a Kentucky limited liability company ("Tenant").

Landlord and Tenant hereby stipulate and agree as follows:

1. By that certain Ground Lease Agreement between Landlord and Tenant dated effective on or about July 30, 2008 (the "Lease") Landlord leased to Tenant certain real property located in the City of Logan, County of Cache, State of Utah, which property is legally described on Exhibit "A" attached hereto (the "Premises"). The Premises are part of a larger parcel of real property owned by Landlord, which property is depicted on Exhibit "A-1" attached hereto (the "Development").

2. The Original Term is for a period of ten (10) years commencing on the Commencement Date as defined in the Lease, and is subject to renewal by Tenant, at Tenant's option, for three (3) successive and additional periods of five (5) years each as provided in the Lease.

3. Tenant or its subtenants or assigns, its agents, customers, employees and invitees shall have the non-exclusive right in common with Landlord and other tenants of the Development to utilize the access drives, parking areas, curb cuts, utility lines, storm water detention facilities and interior drive aisles of the Development (the "Common Area"). Landlord shall not alter or change the area labeled "Protected Area" on Exhibit "A-1" or any Common Areas near the perimeter of the Premises of the Development without the prior consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. With respect to any Common Areas, Landlord shall not alter or change such Common Areas in any way that would adversely affect or impair the visibility of, access to or parking available to the Premises without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. In no event may Landlord alter or change any portion of the Premises without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

4. During the Term, Landlord covenants and agrees that no portion of the Development, other than the Premises, shall be leased, sold, occupied, used or operated by any party as Steakhouse, as such term is defined in the Lease.

5. This Memorandum of Lease is subject to all of the terms, conditions and provisions of the Lease, and in the event of any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

(SIGNATURE PAGES FOLLOW)

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LANDLORD:

CACHE VALLEY, LLC
a Delaware limited liability company



By: [Signature]
Name: Robert A. Michaels
Title: Authorized Officer

STATE OF ILLINOIS
COUNTY OF COOK

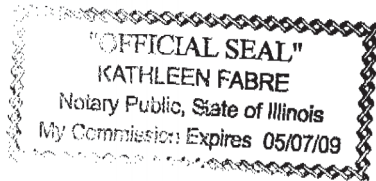
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Before me, the undersigned authority, on this day personally appeared Robert A. Michaels, the Authorized Officer of Cache Valley, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

Given under my hand and seal of office on this 6th day of February 2009.

Kathleen Fabre
Notary Public, State of ILLINOIS
Kathleen Fabre
Printed Name Kathleen Fabre
My Commission Expires: 5/7/09



TENANT: ROADHOUSE OF LOGAN, UT, LLC,
a Kentucky limited liability company

By: Texas Roadhouse Holdings LLC,
a Kentucky limited liability company

Its: Manager

By: Texas Roadhouse, Inc.,
a Delaware corporation

Its: Manager

By: CC Sheila C. R
Name: Sheila C. Brown
Title: Corporate Secretary, General Counsel

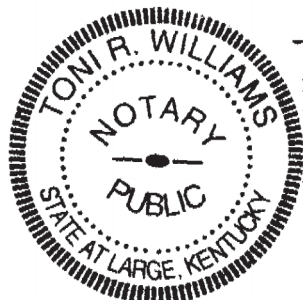
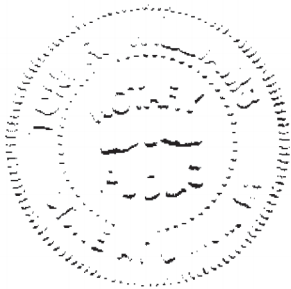
COMMONWEALTH OF KENTUCKY §

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COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared Sheila C. Brown, the Corporate Secretary, General Counsel of Texas Roadhouse, Inc., a Delaware corporation, Manager of Texas Roadhouse Holdings LLC, a Kentucky limited liability company, Manager of Roadhouse of Logan, UT, LLC, a Kentucky limited liability company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 19th day of January 2009.



Toni R. Williams
Notary Public, Commonwealth of Kentucky

Toni R. Williams
Printed Name

My Commission Expires: Sept. 8, 2012

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; ALSO PART OF LOT 5, BLOCK 1, PLAT D, LOGAN FARM SURVEY, LOCATED IN THE CITY OF LOGAN, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AS ENTRY 813952, BOOK 1198, PAGE 615, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID POINT BEING FURTHER DESCRIBED AS THE INTERSECTION OF THE SOUTH LINE OF 1400 NORTH STREET AND THE EAST LINE OF U.S. HIGHWAY 91, PRIOR TO THE RECORDATION OF SAID DEED; THENCE SOUTH 88°24'27" EAST 233.78 FEET ALONG THE SOUTH LINE OF SAID 1400 NORTH STREET TO THE POINT OF BEGINNING, SAID POINT BEING MONUMENTED BY A NAIL WITH STAINLESS STEEL WASHER STAMPED "S.C. EARL 318575"

THENCE SOUTH 88°24'27" EAST 418.78 FEET ALONG SAID SOUTH LINE TO A NAIL AND WASHER WITH SAID DESCRIPTION; THENCE SOUTH 00°39'29" WEST ALONG THE APPROXIMATE PROLONGATION OF A STRAIGHT SECTION OF THE LIP OF A CONCRETE GUTTER 61.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22.00 FEET, MONUMENTED BY A NAIL AND WASHER WITH SAID DESCRIPTION; THENCE CONTINUING ALONG THE APPROXIMATE LIP OF SAID GUTTER, THE FOLLOWING EIGHT COURSES, THE END OF EACH BEING MONUMENTED BY A NAIL AND WASHER WITH SAID DESCRIPTION: (1) SOUTHWESTERLY 34.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'21" (CHORD BEARS SOUTH 45°48'40" WEST 31.20 FEET); (2) NORTH 89°02'10" WEST 190.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120.00 FEET; (3) SOUTHWESTERLY 63.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°31'45" (CHORD BEARS SOUTH 75°41'58" WEST 63.19 FEET); (4) SOUTH 60°26'05" WEST 8.06 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 110.00 FEET; (5)

SOUTHWESTERLY 59.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°01'50" (CHORD BEARS SOUTH 75°57'00" WEST 58.85 FEET); (6) NORTH 88°32'05" WEST 53.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 26.50 FEET; (7) NORTHWESTERLY 40.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°14'27" (CHORD BEARS NORTH 44°24'51" WEST 36.90 FEET); (8) NORTH 00°17'37" WEST ALONG A STRAIGHT SECTION OF THE LIP OF A CONCRETE GUTTER AND ITS PROLONGATION 97.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

GENERAL DEPICTION OF THE PREMISES
TENANT'S PRELIMINARY SITE PLAN

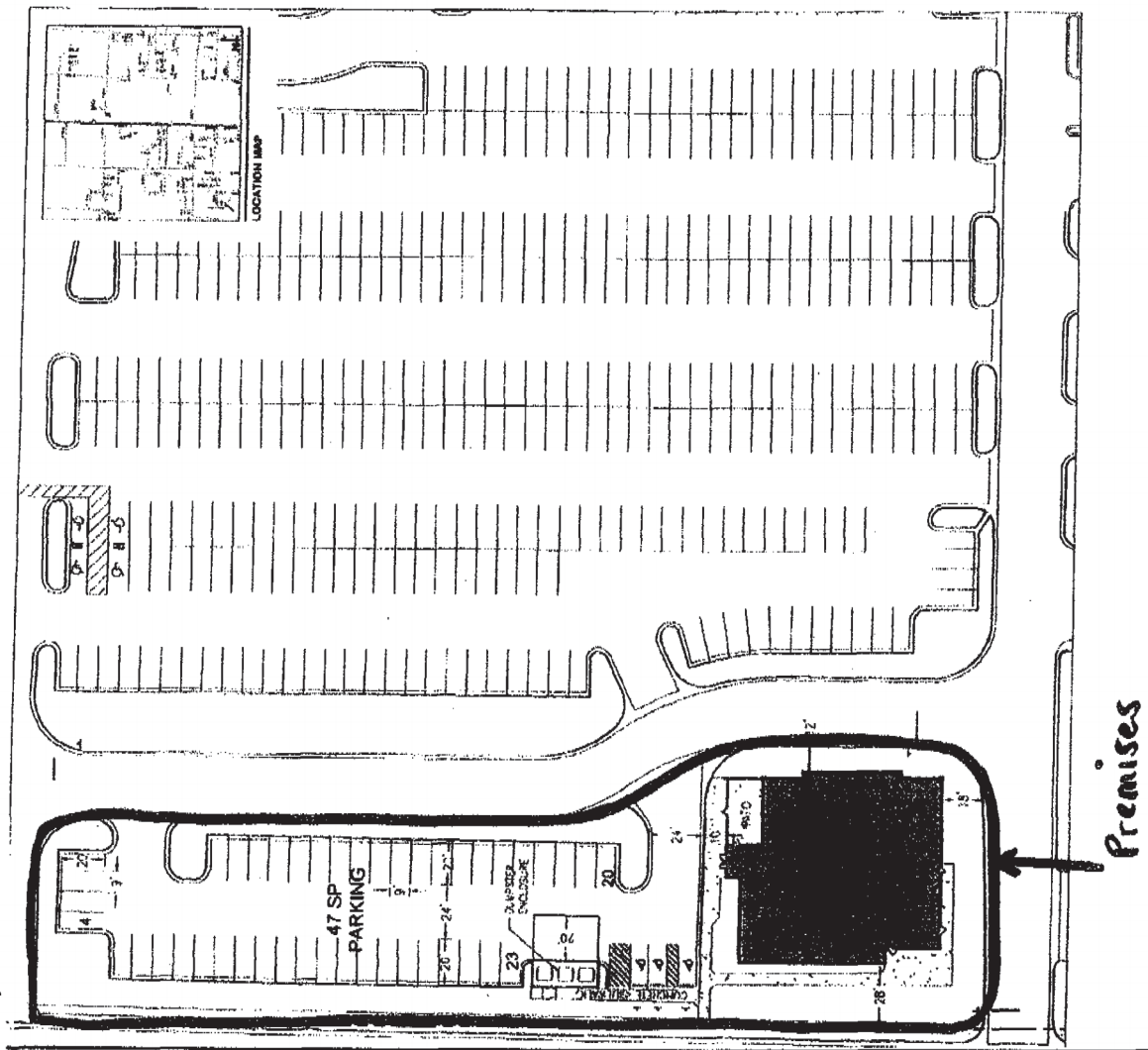


EXHIBIT A-1

**GENERAL DEPICTION OF THE DEVELOPMENT
TENANT'S PROTECTED AREA**

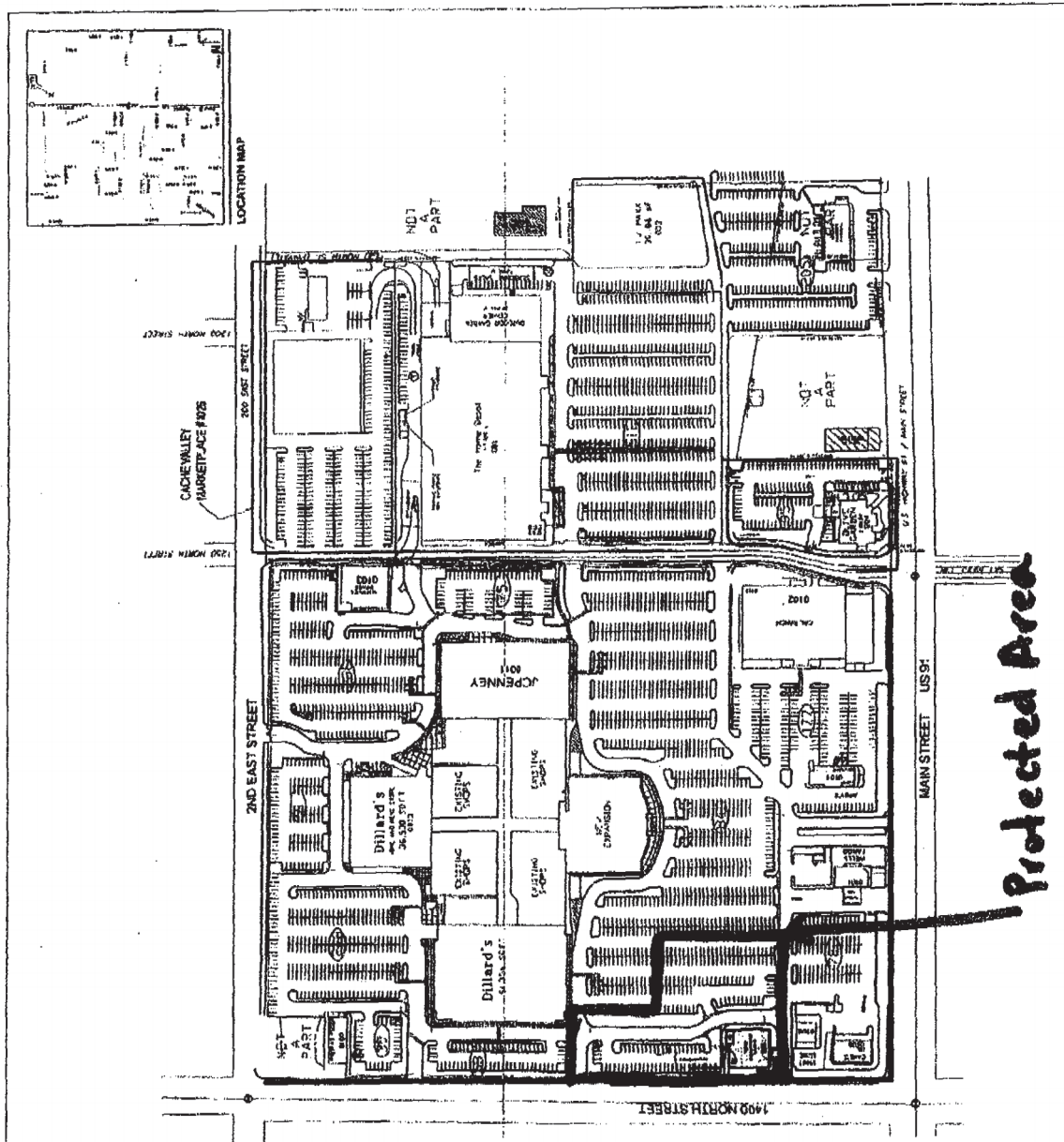


Exhibit A - General Depiction of the Premises