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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Steven G. Wolff, Esq
Rosenfeld, Wolff, Aronson & Klein
2049 Century Park East, #3090
Los Angeles, California 90067

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03/06/2001 04:13 PM 29.00
Book - 8431 Pg - 6989-6998
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BONNEVILLE TITLE CO
BY: ZJM, DEPUTY - WI 10 P.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE.

NON-DISTURBANCE AGREEMENT

BK8431PG6989

NON-DISTURBANCE AGREEMENT

This Agreement is by and between Baca Restaurants, Inc., as "TENANT," and Price Development Company, Limited Partnership, successor in interest to Price Fort Union II Company, Ltd., and Price Fort Union Company, as "LANDLORD."

WITNESSETH

WHEREAS, on the 7th day of April, 2000, LANDLORD and TENANT entered into a written Shopping Center Shop Lease (hereinafter called "Lease") for certain premises in the City of Midvale, County of ~~Salt~~ Lake and State of Utah, which are more particularly described in Exhibit "A" attached hereto and made a part hereof as if fully written herein; and

WHEREAS, LANDLORD and Ambrose and Zelda Motta "GROUND LESSOR" are parties to a ground lease agreement dated July 26, 1974 and a First Amendment to Lease, Release of Option, First Right of Refusal and Agreement to Subordinate dated March 5, 1979; and

WHEREAS, the parties desire to acknowledge TENANT'S interest in the PREMISES and its right thereto so long as TENANT is not in default thereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agree as follows:

1. Non-disturbance. So long as the TENANT is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, the TENANT's possession of the leased property and the TENANT'S rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the GROUND LESSOR and GROUND LESSOR recognizes said Lease.

2. Attornment. In the event the LANDLORD defaults on the ground lease for any reason, and the GROUND LESSOR succeeds to the interest of the LANDLORD under the Lease, the TENANT shall be bound to the GROUND LESSOR under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the GROUND LESSOR were the landlord under the Lease, the TENANT hereby attorns to the GROUND LESSOR as its landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the GROUND LESSOR succeeding to the interest of the LANDLORD under the Lease. The respective rights and obligation of the

TENANT and the GROUND LESSOR upon such attornment shall to the extent of the then remaining balance of the term of the Lease be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

3. LANDLORD'S Obligations. In the event that the LANDLORD defaults on the ground lease for any reason and the GROUND LESSOR succeeds to the interest of the LANDLORD under the Lease, the GROUND LESSOR shall be bound to the TENANT under all of the terms of the Lease, and the TENANT shall, from and after such event, have the same remedies against the GROUND LESSOR for the breach of an agreement contained in the Lease that the TENANT might have had under the Lease against the prior landlord thereunder. In no event shall the GROUND LESSOR be liable for any act or omission of any prior landlord, be subject to any offsets or defenses which the TENANT might have against any prior landlord, or be bound by any rent or additional rent which the TENANT might have paid to any prior landlord for more than the current month.

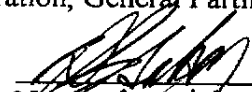
4. Binding Effect. The rights and obligations hereunder of the TENANT and the GROUND LESSOR shall bind and inure to the benefit of their respective successors and assigns.

LANDLORD:

Price Development Company, Limited Partnership, successor in interest to Price Fort Union II Company, Ltd., and Price Fort Union Company

By: JP Realty, Inc., a Maryland corporation, General Partner

By:

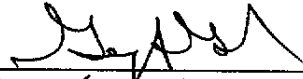

Name: David R. Sabay
Title: Vice President



TENANT:

Buca Restaurant, Inc.

By:

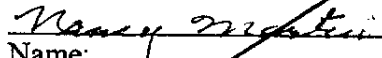

Name: Greg A. Gadel
Its: CEO

SEE ATTACHED

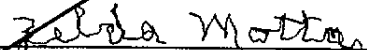
~~GROUND LESSOR:~~

~~Ambrose Motta Revocable Trust~~

~~By:~~

~~
Name:
Its Trustee~~

~~Zelda Motta Revocable Trust~~

~~
Zelda Motta~~

GROUND LESSOR:

Ambrose Motta Revocable Trust

By: Nancy Motta
Name:
Its Trustee

Zelda Motta Revocable Trust

By: Zelda Motta
Zelda Motta

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EXHIBIT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 0° 04' 01" WEST 137.41 FEET ALONG THE QUARTER SECTION LINE AND WEST 437.07 FEET AND SOUTH 202.84 FEET AND SOUTH 77° 30' 00" WEST 123.42 FEET FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID NORTH 1/4 CORNER BEARING NORTH 88° 56' 20" EAST 953.13 FEET FROM A COUNTY SURVEY MONUMENT IN 900 EAST STREET WHERE THE MONUMENT LINE BEARS SOUTH 0° 04' 40" WEST; THENCE SOUTH 12° 30' 00" EAST 194.27 FEET; THENCE SOUTH 18° 00' 00" EAST 24.51 FEET TO A POINT ON A 1076.92 FOOT RADIUS CURVE TO THE RIGHT, BEARING TO CENTER OF SAID CURVE AT ITS POINT OF BEGINNING BEARS NORTH 17° 15' 50" WEST; THENCE WESTERLY 28.977 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT; THENCE NORTH 73° 09' 00" WEST 245.13 FEET; THENCE NORTH 35° 45' 00" EAST 89.75 FEET; THENCE NORTH 55° 25' 00" WEST 86.23 FEET; THENCE NORTH 0° 04' 40" EAST 35.80 FEET; THENCE SOUTH 77° 45' 00" EAST 43.77 FEET; THENCE NORTH 51.62 FEET; THENCE SOUTH 89° 19' 00" EAST 177.96 FEET; THENCE SOUTH 12° 30' 00" EAST 48.80 FEET TO THE POINT OF BEGINNING. CONTAINS 1.168 ACRES.

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING: BEGINNING AT A POINT WHICH IS SOUTH 0° 04' 01" WEST ALONG THE QUARTER SECTION LINE 313.56 FEET AND WEST 176.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID NORTH 1/4 CORNER BEARING NORTH 88° 56' 20" EAST 953.13 FEET FROM A COUNTY SURVEY MONUMENT IN 900 EAST STREET, WHERE A MONUMENT LINE BEARS SOUTH 0° 04' 40" WEST, AND RUNNING THENCE SOUTH 77° 28' 38" WEST 352.69 FEET; THENCE SOUTH 12° 23' 42" EAST 185.37 FEET TO A POINT ON A CURVE TO THE RIGHT ON THE NORTHERLY LINE OF FORT UNION BOULEVARD, THE CENTER OF SAID CURVE BEING NORTH 18° 47' 16" WEST 1076.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE 28.59 FEET; THENCE NORTH 18° 00' 00" WEST 24.51 FEET; THENCE NORTH 12° 30' 00" WEST 194.27 FEET; THENCE NORTH 77° 30' 00" EAST 390.66 FEET; THENCE SOUTH 0° 04' 01" WEST 31.15 FEET TO THE POINT OF BEGINNING.

22-29-128-007

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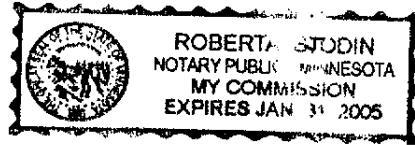
ACKNOWLEDGEMENT

State of MINNESOTA)
) SS.
County of HENNEPIN)

On Jan. 11, 2001 before me, Roberta Sjodin a Notary Public in and for said State, personally appeared Greg A. Gadel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Roberta Sjodin (Seal)



NOTARY SEAL NOT LEGIBLE
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ACKNOWLEDGEMENT

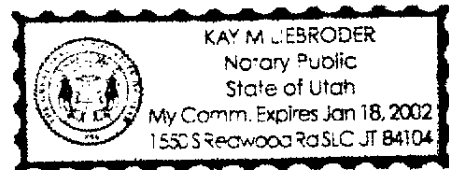
State of)
) SS.
County of)

On February 9 2001 before me, Kay Lubroder, a Notary Public in and for said State, personally appeared David Seby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kay Lubroder

(Seal)



NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

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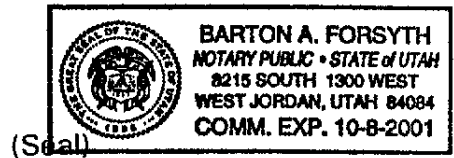
ACKNOWLEDGEMENT

State of Utah)
)
County of Salt Lake) SS.

On February 19, 2001 before me, Barton A. Forsyth, a Notary Public in and for said State, personally appeared Nancy Martin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barton A. Forsyth



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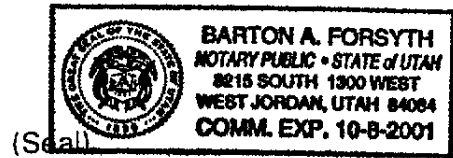
ACKNOWLEDGEMENT

State of Utah)
)
County of Salt Lake) SS.

On February 19, 2001 before me, Barton A. Forsyth, a Notary Public in and for said State, personally appeared Zelda Motta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barton A. Forsyth



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