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04/16/2001 02:00 PM 17.00
Book - 8445 Pg - 8744-8747
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
VICORP RESTAURANTS INC
400 W 48TH AVE
DENVER CO 80216
BY: KCC, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:
VICORP Restaurants, Inc.
400 West 48th Avenue
Denver, Colorado 80216

Parcel No. 16-05-332-001; 16-05-332-002
16-05-332-003; 16-05-332-009

AMENDMENT NO. 1 TO MEMORANDUM OF LEASE

THIS AMENDMENT NO. 1 TO MEMORANDUM OF LEASE (this "Amendment") is executed to be effective the 12th day of March, 2001 between FLORENCE J. GILLMOR, whose address is 1235 East 200 South, #503, Salt Lake City, Utah 84102 ("Lessor"), and VICORP RESTAURANTS, INC., a Colorado corporation, whose address is 400 West 48th Avenue, Denver, Colorado 80216 ("Lessee"), for the purpose of amending that certain Memorandum of Lease (the "Memorandum of Lease") between Lessor and Lessee dated April 20, 1995, which was recorded in the Office of the Recorder of Salt Lake County, Utah on May 12, 1995, as Entry No. 6079292 in Book 7149 at Pages 1855-1857.

The Memorandum of Lease evidences the existence of that certain Lease Agreement between Lessor and Lessee dated April 20, 1995, with an effective date of January 20, 1995 (the "Lease"), pursuant to which Lessor has leased to Lessee the real property and the building and improvements (the "Premises") thereon located at approximately 910 East 400 South in Salt Lake City, Utah.

The Memorandum of Lease discloses that the term of the Lease commenced on January 20, 1995 and shall terminate on January 19, 2005. The Lease provides that Lessee shall have two (2) options to extend the term of the Lease for additional periods of five years each, provided Lessee gives to Lessor written notice of Lessee's election to exercise each such option at least ninety (90) days prior to the then effective expiration date of the Lease, and provided that Lessee is not in default in the performance of any of Lessee's obligations under the Lease on the date Lessee gives written notice to Lessor exercising any such option. In no event will the Lease extend beyond January 19, 2015.

Lessor and Lessee have executed that certain Amendment No. 1 to the Lease Agreement ("Amendment No. 1 to Lease Agreement") with an effective date of March 12, 2001. The purpose of the Amendment No. 1 to Lease Agreement is to delete, remove and release from the Premises a parcel of land 6 feet wide and 165 feet long, comprising the easterly 6 feet of the Premises and also to remove from the Premises Lessor's interest in a common driveway which runs along a strip of property four feet wide and immediately east of the easterly boundary of the Premises.

Attached to this Amendment as Exhibit "A" is a legal description of the real property that is the subject of the Lease as a result of the execution of the Amendment No. 1 to Lease Agreement. The legal description of the real property described on Exhibit "A" attached to this Amendment is intended to supersede and replace the legal description of real property described on Exhibit "A" attached to the Memorandum of Lease.

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed to be effective as of March 12, 2001 by persons duly authorized to execute the same.

LESSOR:

Florence J. Gillmor
FLORENCE J. GILLMOR

LESSEE:

VICORP RESTAURANTS, INC., a Colorado corporation

ATTEST:

Stanley Ereckson, Jr.
Stanley Ereckson, Jr., Secretary

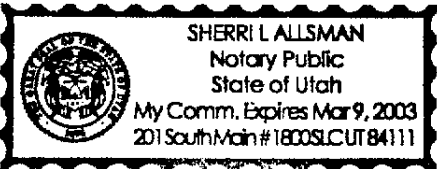
By: *Joseph F. Tringale*
Title: Joseph F. Tringale, President and Chief Executive Officer

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

The foregoing instrument was acknowledged before me this 21st day of March, 2001, by FLORENCE J. GILLMOR.

Sherril L. Allsman
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

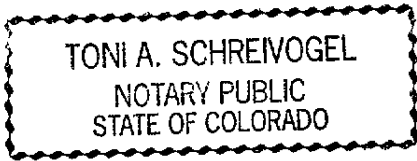
My Commission Expires:
3-9-03



BK8445PG8745

STATE OF COLORADO)
 : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of March, 2001, by Joseph F. Trungale and by Stanley Ereckson, Jr the President/Chief Executive Officer and the Secretary, respectively, of VICORP RESTAURANTS, INC., a Colorado corporation.



A handwritten signature in cursive script, appearing to read "Toni A. Schreivogel".

Notary Public
Residing at: 400 West 48th Avenue
Denver, Colorado 80216

My Commission Expires:

August 25, 2002

Exhibit "A"
To
Amendment No. 1 to Memorandum of Lease

Revised Legal Description of the Real Property that is the Subject of the Lease

That certain parcel of improved real property located in Salt Lake County, State of Utah, described as follows:

Beginning at the Northwest corner of Lot 5, Block 29, Plat "B", Salt Lake City Survey (as the said Northwest corner was established by the City Engineer of Salt Lake City under Order No. 5524 by Survey April 4, 1910 and the said Northwest corner of said Lot and Block as so established is 3.5 feet South of the fence line of the North line of said block) and running thence South 0°00'52" East along the Westerly line of said Lot 5 same also being the Easterly line of existing 900 East Street a distance of 165.00 feet; thence North 89°57'44" East a distance of 206.38 feet; thence North 0°00'52" West a distance of 165.00 feet to a point in the Northerly line of said Lot 6 said point being distant North 89°57'44" East 41.25 feet from the Northeast corner of said Lot 5; thence South 89°57'44" West along the Northerly line of said Lots 5 and 6, said Northerly line also being the Southerly line of existing 400 South Street a distance of 206.38 feet to the place of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PARCEL OF REAL PROPERTY:

Beginning at a point on the North Line of Lot 6, Block 29, Plat "B" Salt Lake City Survey, said point being 41.25 feet North 89°57'25" East from the Northwest corner of said Lot 6, said point also being the Northeast corner of the Florence J. Gillmor Property as recorded in the Warranty Deed on Page 55 Book 3610 of the Salt County Recorder's Official Records; thence South 00°00'54" East 165.00 feet along the Easterly line of said Gillmor Property to the Southeast corner of said Gillmor Property; thence South 89°59'20" West 6.00 feet along the Southerly line of said Gillmor Property; thence North 00°00'54" West 165.00 feet to a point on the North line of said Lot 6; thence North 89°57'25" East 6.00 feet along the North line of said Lot 6 to the Point of Beginning. Contains an area of 990.00 square feet or 0.02273 acres, more or less.

Basis of Bearing is the North line of Lot 6 as stated herein.