

8065542

8065542
11/20/2001 08:37 AM 18.00
Book - 8528 Pg - 4787-4791
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NETRO NATIONAL TITLE
BY: KLB, DEPUTY - WI 5 P.

ASSIGNMENT AND ASSUMPTION OF LEASE

27.13-227-010

Chili's No. 13

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

This Assignment and Assumption of Lease (the "Assignment") is made and entered into this ~~15th~~ day of ~~October~~, 2001 (the "Effective Date"), by and between Sydran Food Services III, L.P., a California limited partnership (the "Assignor"), having its principal place of business at Bishop Ranch 8, 3000 Executive Drive, Suite 515, San Ramon, California 94583, and BRINKER RESTAURANT CORPORATION, a Delaware corporation (the "Assignee"), having its principal place of business at 6820 LBJ Freeway, Dallas, Texas 75240.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the following lease: Lease Agreement dated August 9, 1995, by and between Equity Properties and Development Limited Partnership (d/b/a Equity Properties and Development (Illinois) Limited Partnership), as landlord, and Snowstate Restaurant Corporation, as tenant, and which lease was assigned Assignor, as tenant (the "Lease");

WHEREAS, Assignor's interest in the Lease is further evidenced by that certain Memorandum of Lease by and between Snowstate Restaurant Corporation, as lessor, and Equity Properties and Development Company Limited Partnership d/b/a Equipty Properties and Development (Illinois) Limited Partnership, as lessee, recorded September 22, 1995, as Entry 6171923, Book 7233, at Page 0558, and Assignment and Assumption of Lease by and between Snowstate Restaurant Corporation and Assignor, recorded December 26, 1996, as Entry 6536162, in Book 7564, at Page 2806, of Official Records of Salt Lake County, Utah;

WHEREAS, the property covered by the Lease is more particularly described in Schedule A attached hereto; and

WHEREAS, Assignor and Assignee are desirous of documenting the terms and conditions under which said assignment and assumption will occur.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein and for other good and valuable consideration, the existence, receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

BK8528PG4787

1. **Assignment.** Assignor does hereby sell, grant, transfer and assign to Assignee as of the Effective Date, all of Assignor's right, title and interest in and to, and does hereby delegate to Assignee all of Assignor's duties and obligations under the Lease.

2. **Assumption.** Assignee hereby accepts and assumes said assignment and agrees to be bound by and abide by each and every term, covenant and condition of the Lease as they apply from and after the date hereof, and to fulfill Assignor's obligations with respect to Assignor's interest therein transferred to Assignee by this Assignment.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. **Indemnity.** Subject to the limitations set forth in the Asset Purchase Agreement dated July 20, 2001, by and among Assignor, The Sydran Group, LLC, and Brinker Restaurant Corporation, Assignor hereby agrees to defend, indemnify and hold harmless Assignee from costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease prior to the date of this Assignment. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from all costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease from and after the date of this Assignment.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment via telephone facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. **Continuing Obligation.** Assignor and Assignee agree that this Assignment and the respective rights and obligations of Assignor and Assignee hereto shall continue in force and effect during the term and any option terms of the Lease.


7. **Governing Law.** The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date or dates indicated below, to be effective as of the Effective Date.

ASSIGNOR:

SYDRAN FOOD SERVICES III, L.P.

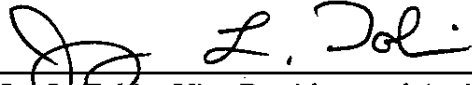
By: Sydran Services, LLC, its general partner

By: 
Iver Bowden, Senior Vice President –
Development

DATE: 11-15-01

ASSIGNEE:

BRINKER RESTAURANT CORPORATION,
a Delaware corporation

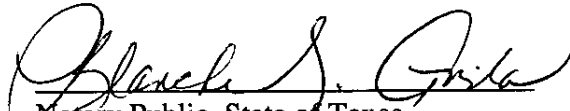
By: 
Jay L. Tobin, Vice President and Assistant
Secretary

DATE: 11-15-01

CH #13

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13th day of ~~October~~ ^{November}, 2001, by Iver Bowden, Senior Vice President - Development of Sydran Services, LLC, the general partner of Sydran Food Services III, L.P., on behalf of said limited partnership.

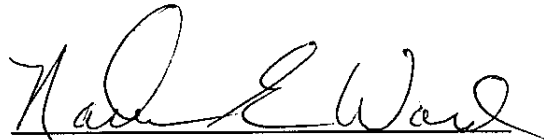

Notary Public, State of Texas

My Commission Expires: _____

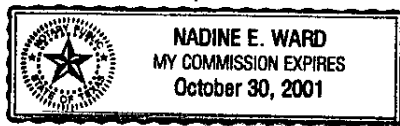


STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15th day of ~~October~~ ^{November}, 2001, by Jay L. Tobin, Vice President and Assistant Secretary of Brinker Restaurant Corporation, a Delaware corporation, on behalf of said corporation.


Notary Public, State of Texas

My Commission Expires: _____



NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

Schedule A
LEGAL DESCRIPTION

SCHEDULE A

ORDER NO.: 01029226

Beginning at a point on the Westerly boundary line of State Street, 1389.65 feet South 00 degrees 54'30" West along the Section line and 58.59 feet South 89 degrees 05'30" East from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00 degrees 01'50" East 2599.12 feet along the State Street monument line between the monuments found marking the intersections 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South 89 degrees 53'20" West 92.33 feet from the monument marking the intersection of State Street and 10200 South and running thence South 00 degrees 01'50" East 229.47 feet along said westerly boundary; thence North 89 degrees 59'00" West 150.00 feet; thence North 00 degrees 01'50" West 247.45 feet; thence South 89 degrees 59'00" East 126.02 feet to a point of tangency with a 25.00 foot radius curve to the right; thence Southeasterly 32.15 feet along the arc of said curve through a central angle of 73 degrees 41'33" to the point of beginning.

PARCEL 1A:

EASEMENT ESTATE created pursuant to Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement by and between Mervyn's, a California Corporation and South Towne Investors Limited Partnership, an Illinois limited partnership, dated October 21, 1993, recorded October 21, 1993, as Entry No. 5634889, in Book 6781, at Page 765, and First Amendment to Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement recorded May 16, 1997, as Entry No. 6646767, in Book 7668, at Page 2882, and re-recorded May 30, 1997, at Entry No. 6657114, in Book 7679, at Page 787, of the Official Records.

Property Address:

10430 SOUTH STATE STREET
SANDY, UT 84070

Anna Dean

-2-

FORM 3840-04

- POOR COPY -
CO. RECORDER

BK 8528 PG 4791