

Recording requested by and
when recorded return to:

10-200-0005

Kenneth A. Freed, Esq. SA, Layton Market
c/o Sydran Services, Inc. Center 2nd Amd
3000 Executive Parkway, Suite 515
San Ramon, CA 94583

E 1474199 82423 P 669
JAMES ASHMEY, DAVIS CITY RECORDER
1998 DEC 31 1:37 PM FEE 18.00 REP JD
REC'D FOR BONNEVILLE TITLE COMPANY, INC

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONVEYANCE OF BUILDING

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONVEYANCE OF BUILDING ("Assignment") is entered into as of December 23, 1998, by and between Sydran Food Services III, L.P., a California limited partnership ("Assignor"), whose address for purposes of this Assignment is c/o Sydran Services, Inc., Bishop Ranch 8, 3000 Executive Parkway, Suite 515, San Ramon, CA 94583, and Sydran Holdings V Limited Partnership, a Nevada limited partnership ("Assignee"), whose address for purposes of this Assignment is c/o Sydran Services, Inc., Bishop Ranch 8, 3000 Executive Parkway, Suite 515, San Ramon, CA 94583.

A. I.G, L.C., a Utah limited liability company ("Lessor"), as lessor, and Assignor, as lessee, entered into that certain Ground Lease -Shopping Center Out Parcel (the "Lease") dated as of August 29, 1997, covering that certain real property (the "Property") located at the Shopping Center known as Layton Market Center in the City of Layton, County of Davis, State of Utah, commonly known as 1970 North 1000 West (Chili's #17), and more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

B. Pursuant to the Lease, the Assignor has constructed on the Property and is the owner of a building and other improvements commonly referred to as Chili's Store No. 17 (collectively, the "Building").

C. Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Lease and to convey the Building to Assignee, and Assignee desires to accept such assignment and conveyance upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's interest in and to the Lease including, without limitation, all of the rights, powers, estate and privileges of Assignor in, to

and under the Lease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Lease.


2. Assumption. Assignee hereby accepts the assignment of the Lease. Assignee shall and does hereby assume and agree to keep, observe, perform and comply with all of the terms, covenants, conditions, provisions and agreements contained in the Lease on the part of the Assignor to be kept, observed, performed and complied with as fully and completely as though Assignee was the original obligor thereunder from and after the date of this Assignment but not prior thereto.
3. Conveyance of Building. Assignor does further grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Assignee, the Building, and Assignee hereby accepts and purchases the Building for itself and its successors and assigns.
4. Purchase Price. The assignment and conveyance provided for herein is made and accepted for and in consideration of the price and sum of \$870,000.00 cash, which Assignee has paid, in ready and current money, to Assignor. Assignor hereby acknowledges the receipt thereof.
5. Waiver of Warranty. Except as set forth below, the assignment of the Lease and conveyance of the Building provided for herein is made "AS IS," "WHERE IS," and "WITH ALL FAULTS" without any representation or warranty whatsoever, express or implied. However, Assignor hereby subrogates Assignee in and to all rights and actions in warranty that Assignor has or may have against previous owners and vendors of the Property and the Building.
6. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be considered as original but all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of
the date first above written.

ASSIGNOR:

**SYDRAN FOOD SERVICES III, L.P., a
California limited partnership**


By: Sydran III, Inc.,
Its general partner

By: 
Steven Grossman
Vice President, Finance

ASSIGNEE:

**SYDRAN HOLDINGS V LIMITED
PARTNERSHIP, a Nevada limited partnership**

By: Sydran Holdings V, Inc.
Its general partner

By: 
Steven Grossman
Vice President, Finance
and Assistant Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

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Personally appeared before me, the undersigned authority in and for said county and state, on December 24, 1998 within my jurisdiction the within named Steven Grossman, personally known to me, who acknowledged that he is the Vice President, Finance of Sydran III, Inc., which is the general partner of Sydran Food Services III, L.P. (the "Partnership"), and that for and on behalf of such corporation, as general partner of the Partnership, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Christina L. Jones
Notary Public



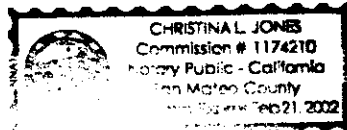
My commission expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

Personally appeared before me, the undersigned authority in and for said county and state, on December 24, 1998, within my jurisdiction the within named Steven Grossman, personally known to me, who acknowledged that he is the V.P. Finance / Asst Sec. of Sydran Holdings V, Inc., which is the general partner of Sydran Holdings V Limited Partnership (the "Partnership"), and that for and on behalf of such corporation, as general partner of the Partnership, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Christina L. Jones
Notary Public



My commission expires: _____

EXHIBIT A

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LEGAL DESCRIPTION

PARCEL A:

All of Lot 5A, LAYTON MARKET CENTER SUBDIVISION 2ND AMENDED, Layton City, Davis County, Utah, according to the official plat thereof. Recorded July 11, 1997, as Entry No. 1334173, in Book 2151, Page 296 of official records.

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PARCEL B:

The easement rights accruing to Parcel A under the following:

Operation and Easement Agreement between DAYTON HUDSON CORPORATION, a Minnesota corporation and WOODBURY AMSOURCE INC., a Utah corporation recorded February 19, 1997 as Entry No. 1305041, in Book 2096, Page 1354. First Amendment to Operation and Easement Agreement between DAYTON HUDSON CORPORATION a Minnesota corporation and WOODBURY AMSOURCE INC., a Utah corporation recorded July 14, 1997, as Entry No. 1334336, in Book 2151, Page 721, records of Davis County, Utah. Maintenance and Easement Agreement dated February 11, 1997 between DAYTON HUDSON CORPORATION a Minnesota corporation and WOODBURY AMSOURCE INC., a Utah corporation, recorded February 19, 1997, as Entry No. 1305042, in Book 2096, Page 1451, records of Davis County, Utah.