

**RECORD IN THE OFFICIAL RECORDS
COUNTY OF DAVIS
STATE OF UTAH**

E 2180654 B 4066 P 1568-1572
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/29/2006 3:59:00 PM
FEE \$18.00 Pgs: 5
DEP eCASH REC'D FOR FOUNDERS TITLE CO - SLC

WHEN RECORDED, RETURN TO:

**JL Holdings III, LLC
Attn: Kenneth A. Freed
c/o Jaylor Services, LLC
2603 Camino Ramon, Suite 200
San Ramon, CA 94583**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SUBLEASE
AND CONVEYANCE OF BUILDING**

**THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SUBLEASE AND
CONVEYANCE OF BUILDING ("Assignment") is entered into as of June 29, 2006, by and
between:**

- a) **JAYLOR HOLDINGS III, LLC**, a Nevada limited liability company formerly known as Sydran Holdings V, LLC, whose address for purposes of this Assignment is c/o Jaylor Services, LLC, 2603 Camino Ramon, Suite 200, San Ramon, CA 94583; and
- b) **JL HOLDINGS III, LLC**, a Delaware limited liability company, whose address for purposes of this Assignment is c/o Jaylor Services, LLC, 2603 Camino Ramon, Suite 200, San Ramon, CA 94583.

FOR VALUABLE CONSIDERATION, including, without limitation, the promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1) **Definitions**. As used herein, the following terms shall have the meanings set forth below:
 - a) **Assignee** means JL Holdings III, LLC, a Delaware limited liability company.
 - b) **Assignor** means Jaylor Holdings III, LLC, a Nevada limited liability company formerly known as Sydran Holdings V, LLC and the successor by merger to Sydran Holdings V Limited Partnership.
 - c) **Building** means the building and other improvements commonly referred to as Chili's Store No. 17 which were constructed on the Property by SFS-3 pursuant to the provisions of the Ground Lease.
 - d) **Ground Lease** means that certain Ground Lease-Shopping Center Out Parcel dated as of August 29, 1997, covering the Property originally executed by Owner, as "Landlord", and by SFS-3, as "Tenant".
 - e) **Ground Lease Assignment** means that certain Assignment and Assumption of Lease and Conveyance of Building dated as of December 23, 1998, between SFS-3, as

“Assignor”, and Sydran Holdings, as “Assignee”, which was recorded on December 31, 1998, in the Official Records, as Entry No. 1474199, in Book 2423, Page 669.

- f) **Ground Lease Memorandum** means that certain Memorandum of and Amendment to Lease which was recorded on December 23, 1998, in the Official Records, as Entry No. 1472255, in Book 2419, Page 1.
- g) **Official Records** means the official real estate records for Davis County, State of Utah.
- h) **Owner** means IG, L.C., a Utah limited liability company.
- i) **Property** means that certain real property commonly known as 1970 North 1000 West, in the City of Layton, County of Davis, State of Utah (Chili's #17), and more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof.
- j) **SFS-3** means Sydran Food Services III, L.P., a California limited partnership.
- k) **Sublease** means that certain Lease covering the Property dated as of December 23, 1998, between Sydran Holdings, as “Landlord”, and SFS-3 as “Tenant”, as amended by:
- i) that certain Amendment to Lease dated June 29, 2000, between Sydran Holdings, as “Landlord”, and SFS-3 as “Tenant”; and
 - ii) that certain Second Amendment to Lease dated November 15, 2001, between Sydran Holdings, as “Landlord”, and Brinker Restaurant Corporation, as “Tenant”.
- l) **Sublease Assignment** means that certain Assignment and Assumption of Lease dated as of November 15, 2001, between SFS-3, as “Assignor”, and Brinker Restaurant Corporation, as “Assignee”, which was recorded on November 20, 2001, in the Official Records, as Entry No. 1705380, in Book 2929, Page 163.
- m) **Sublease Memorandum** means that certain Memorandum of Lease which was recorded on December 31, 1998, in the Official Records, as Entry No. 1474202, in Book 2423, Page 732, as amended by that certain Memorandum of Amendment to Lease which was recorded on September 22, 2000, in the Official Records, as Entry No. 1614764, in Book 2694, Page 945.
- n) **Sydran Holdings** means Sydran Holdings V, LLC, a Nevada limited liability company now known as Jaylor Holdings III, LLC and the successor by merger to Sydran Holdings V Limited Partnership.
- 2) **The Ground Lease and the Ground Lease Memorandum.**
- a) **Assignment.** Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest, as the “Tenant”, in, to and under the Ground Lease and the Ground Lease Memorandum, including, without limitation, all of the rights, powers, estate and privileges of Assignor, to and under the Ground Lease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Ground Lease.
 - b) **Assumption.** Assignee hereby accepts the foregoing assignment of the Ground Lease and the Ground Lease Memorandum. 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 Ground 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 or "Tenant" under the Ground Lease.

3) **The Sublease and the Sublease Memorandum.**

- a) **Assignment.** Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest, as the "Landlord", in, to and under the Sublease and the Sublease Memorandum, including, without limitation, all of the rights, powers, estate and privileges of Assignor, to and under the Sublease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Sublease.
 - b) **Assumption.** Assignee hereby accepts the foregoing assignment of the Sublease and the Sublease Memorandum. 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 Sublease on the part of the Assignor to be kept, observed, performed and complied with as fully and completely as though Assignee was the original "Landlord" under the Sublease.
- 4) **The Building.** Assignor does hereby 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.
 - 5) **Waiver of Warranty.** Except as set forth below, the assignment of the Ground Lease, the Ground Lease Memorandum, the Sublease and the Sublease Memorandum 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) **No Release.** Nothing contained in this Assignment shall relieve or release Assignor from any of its obligations as the "Tenant" under the Ground Lease.
 - 7) **Binding Effect.** This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT A

CHILIS #17

LEGAL DESCRIPTION

ALL OF LOT 5-A, LAYTON MARKET CENTER SUBDIVISION 2ND AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE OF RECORD IN THE OFFICE OF THE LAYTON CITY, DAVIS COUNTY, UTAH.

PARCEL 1A:

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, AT 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, AT 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, AT PAGE 1451, SUPPLEMENTAL MAINTENANCE AND EASEMENT AGREEMENT BETWEEN DAYTON HUDSON CORPORATION, A MINNESOTA CORPORATION AND IG, L.C., A UTAH LIMITED LIABILITY COMPANY RECORDED NOVEMBER 2, 1999, AS ENTRY NO. 1556171, IN BOOK 2577, AT PAGE 1006, IN THE RECORDS OF DAVIS COUNTY, UTAH.

Tax ID No. 10-200-0005

