

9243568

When Recorded Please Mail To:
Zions First National Bank
2460 South 3270 West
West Valley City, Utah 84119
Attn: SMALL BUSINESS GROUP

9243568
12/08/2004 03:16 PM \$20.00
Book - 9070 Pg - 3733-3737
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
BY: LUG, DEPUTY - WI 5 P.

LESSORS' AGREEMENT

This agreement is made by and between Tempe Express, LLC (herein "Lessor"), Big Daddy's Foods, Inc. and BDF Riverton, LLC dba Taco Del Mar Riverton BDF (herein "Borrower"), and Zions First National Bank (herein "Lender").

RECITALS

WHEREAS, Lessor is the fee title owner of real property located at 1868 West 12600 South, Riverton, UT 84065 (herein "Premises"), more specifically described in **Exhibit A** attached hereto.

WHEREAS, Borrower is leasing or will lease the Premises from Lessor under a lease agreement dated November 1, 2004 (herein "Lease").

WHEREAS, Borrower obtained or will obtain a loan (herein "Loan") from Lender.

WHEREAS, to secure the Loan, Lender has taken or will take a security interest in Borrower's personal property described as Machinery, Equipment, Furniture, Fixtures (herein "Collateral").

WHEREAS, as a condition of the Loan, Lender requires the execution of this agreement.

AGREEMENT

THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Lender's security interest in the Collateral is and shall remain superior to any interest or lien of Lessor in the Collateral.
2. Lessor shall give Lender written notice of any defaults under the terms of the Lease.
3. Lender shall have thirty (30) days from receipt of a notice of default to enter the Premises, take possession of the collateral, and remove the Collateral.
4. If Borrower defaults under the terms of the Loan, Lender shall have the right, upon giving five (5) days notice to Lessor, to enter the Premises, take possession of the Collateral, and remove the Collateral.
5. Lender agrees to pay for any damages caused by Lender to the Premises by Lender's entrance upon the Premises and removal of the Collateral.
6. This agreement and the documents referred to herein constitute the final written expression of all of the terms of this agreement. Each of the parties acknowledges that no representations or promises not expressly contained in this agreement and the documents referred to herein have been made by any party, of by the agents or representatives of any party.
7. Each of the parties further acknowledges and agrees that this agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party hereto.
8. If Lender prevails in any legal or administrative action brought to enforce or interpret the terms and conditions of this agreement, Lender shall recover its incurred costs and reasonable attorneys fees, including costs and fees from appeals and any action or participation in a case or proceeding under any provision of the Bankruptcy Code, from the party or parties against whom the Lender prevails.
9. This agreement is to be construed, interpreted, enforced and governed by applicable federal law.

BK 9070 PG 3733

Dated this 18 day of NOVEMBER, 2004.

Tempe Express, LLC (Lessor)

By: [Signature]
Name: KIP WASSWORTH
Title: MEMBER

Big Daddy's Foods, Inc. and BDF Riverton, LLC dba Taco Del Mar Riverton BDF (Borrower)

Big Daddy's Foods, Inc.
By: [Signature]
Name: David W. Winn
Title: President

By: [Signature]
Name: Cristene A. Winn
Title: Secretary/Treasurer

BDF Riverton, LLC
By: [Signature]
Name: David W. Winn
Title: President of Big Daddy's Foods, Inc.,
Managing Member of BDF Riverton, LLC

By: [Signature]
Name: Cristene A. Winn
Title: Secretary/Treasurer of Big Daddy's Foods, Inc.,
Managing Member of BDF Riverton, LLC

Zions First National Bank (Lender)

By: [Signature]
Name: Julianne Rosen-Carone
Title: Commercial Loan Officer

EXHIBIT A**PARCEL 1:**

Lot 2 of 1FA COUNTRY SQUARE SUBDIVISION Amending Lot A of the MOUNTAIN AMERICA RIVERTON SUBDIVISION and Lot 2 of the WENDY'S INTERNATIONAL RIVERTON SUBDIVISION, located in the Southwest Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and recorded in the Salt Lake County Recorder's Office, as Entry No. 8621459 in Book 2003P of Plats at Page 105.

PARCEL 1:

Together with that certain perpetual, non-exclusive easement appurtenant to Parcel 1 for the purpose of vehicular and pedestrian ingress, egress and access to and from Parcel 1 and Doreen Drive, as granted in that certain Declaration of Covenants, Easements and Restrictions, recorded in the Salt Lake County Recorder's Office, as Entry No. 7574836 in Book 8342 at page 1347, over, upon, across and through the following described property, located in Salt Lake County, Utah:

Beginning at a point West along the section line 1377.30 feet and North 0 degrees 05'58" East 302.00 feet and East 195.00 feet and South 0 degrees 05'58" West 26.50 feet from the South Quarter corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0 degrees 05'58" West 25.00 feet; thence South 89 degrees 59'56" West 112.69 feet; thence South 38.03 feet; thence South 89 degrees 59'56" West 82.38 feet; thence North 0 degrees 05'58" East 25.00 feet; thence North 89 degrees 59'56" East 57.33 feet; thence North 38.03 feet; thence North 89 degrees 59'56" East 137.73 feet to the point of beginning.

PARCEL 1B:

Together with those certain perpetual non-exclusive easements appurtenant to Parcel 1 for (a) ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over, across and through the Common Area (as defined in Section I.1.a(2) of the Declaration as defined below) and (b) the installation, maintenance, repair and replacement of water drainage systems and structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electric conduits or systems, gas mains and other facilities for utilities (as defined in Section I.1.a(7) of the Declaration) under, through and across Common Area, all as granted in that certain Declaration of Restrictions and Grant of Easements, recorded in Salt Lake County Recorder's Office, as Entry No. 8675263 in Book 8811 at Page 1183, as amended by that certain Amendment to Declaration of Restrictions and Grant of Easements, recorded in the Salt Lake County Recorder's Office, as Entry No. 8995175 in Book 8953 at Page 8583.

PARCEL 1C:

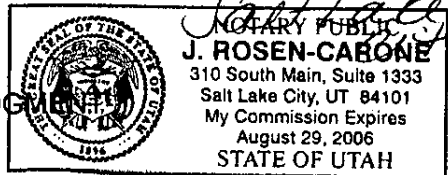
Together with that certain non-exclusive easement appurtenant to Parcel 1 for ingress and egress by vehicular and pedestrian traffic over, across and through the Common Area (as defined in Section I.2.a of the Grant of Easements, as defined below) as granted in that certain Grant of Easements and Restrictive Covenants, recorded in the Salt Lake County Recorder's Office, as Entry No. 8754042 in Book 8853 at page 3038.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

On the 18th day of November, 2004, personally appeared before me Kip Wadsworth. Who being duly sworn, did say that he/she is the Managing Member, the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said _____ Acknowledged to me that said limited liability company executed the same.

My Commission Expires: Aug 29, 2006 Notary Public J. Rosen Carone Residing at: _____

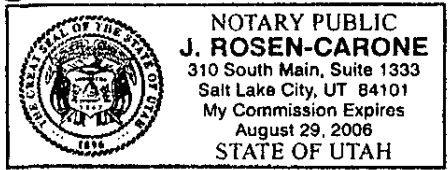


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

On the 18th day of November, 2004, personally appeared before me David and Cristene Winn of Big Daddy Food Who being duly sworn, did say that he/she is the Managing Member, the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said _____ Acknowledged to me that said limited liability company executed the same.

My Commission Expires: Aug 29, 2006 Notary Public J. Rosen Carone Residing at: Salt Lake City

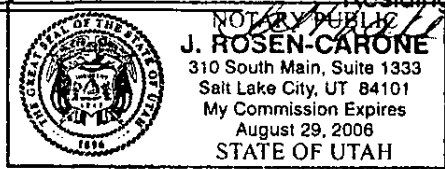


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

On the 18th day of November, 2004, personally appeared before me David and Cristene Winn Who being duly sworn, did say that he/she is the President / Secretary, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ Acknowledged to me that said corporation executed the same.

My Commission Expires: Aug 29, 2006 Notary Public J. Rosen Carone Residing at: Salt Lake City



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 18 day of NOVEMBER, 2004, personally appeared before me Julianne Rosen-Carone. Who being duly sworn, did say that he/she is the Vice President and Loan Officer, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ Acknowledged to me that said corporation executed the same.

My Commission Expires: 10/8/2008

Notary Public Bonnie Wotring
Residing at: SALT LAKE CITY

