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12/10/2010 2:22:00 PM \$34.00
Book - 9888 Pg - 509-521
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 13 P.

Upon recording, return to:

David Burch, Esq.
Paul, Hastings, Janofsky & Walker LLP
600 Peachtree Street, N.E. - Suite 2400
Atlanta, GA 30308

F-76764

SHORT FORM LEASE

THIS SHORT FORM LEASE is made and entered into as of the 12th day of November, 2009 by and between **FLORENCE J. GILLMOR**, an individual, having an address of 1235 East 200 South #503, Salt Lake City, Utah 84102 ("Landlord") and **AMERICAN BLUE RIBBON HOLDINGS, LLC**, a Delaware limited liability company, having an address of c/o Fidelity Newport Holdings, LLC, 4050 Calle Real, Suite 210, Santa Barbara, California 93110 (as successor in interest to VICORP Restaurants, Inc., "Tenant");

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of April 20, 1995, as amended by that certain Amendment No. 1 to VICORP Restaurants, Inc. Lease Agreement, dated as of March 12, 2001, as further amended by that certain Second Amendment to VICORP Restaurants, Inc. Lease Agreement, dated as of February 27, 2009 (the "Lease"), for certain real property and improvements located in Salt Lake County, Utah and more particularly described on Exhibit "A", which exhibit is attached hereto and incorporated herein (the "Premises"); and

WHEREAS, Landlord and Tenant desire to record this Short Form Lease as a notification as to the existence of the Lease.

NOW THEREFORE, Landlord and Tenant place the following basic terms of the Lease of record with the Clerk of the Official Public Records of Salt Lake County, Utah.

1. **TERMS AND PREMISES.** For the term commencing on January 20, 1995 and terminating on January 19, 2010, subject to Tenant's renewal rights as set forth in the Lease, and upon the provisions set forth in the Lease, all of which are specifically made a part hereof as fully and completely as if set out in full herein, Landlord leases to Tenant and Tenant leases from Landlord the Premises. The Lease provides for the following renewal options (subject to the satisfaction of certain terms and conditions as set forth in the Lease): one (1) renewal term of five (5) years.

2. PURPOSE OF SHORT FORM LEASE. This Short Form Lease is prepared for the purposes of recording a notification as to the existence of the Lease but in no way modifies the express and particular provisions of the Lease.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Short Form Lease under seal as of the day and year first above written.

LANDLORD:
FLORENCE J. GILLMOR
By and through her Attorneys in Fact

James B Lee

JAMES B. LEE,
Attorney in Fact for Florence J. Gillmor

Robert M Graham

ROBERT M. GRAHAM,
Attorney in Fact for Florence J. Gillmor

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

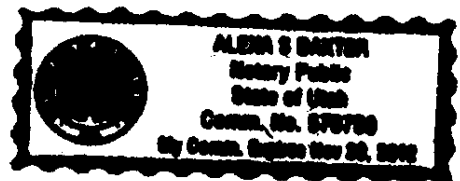
The foregoing instrument was acknowledged before me this 13 day of July, 2009, by JAMES B. LEE, the attorney-in-fact for FLORENCE J. GILLMOR and that said instrument was signed on behalf of FLORENCE J. GILLMOR.

[Signature]

NOTARY PUBLIC

My Commission Expires:

Residing at:



STATE OF UTAH
COUNTY OF SALT LAKE

)
: ss.
)

The foregoing instrument was acknowledged before me this ___ day of July, 2009, by ROBERT M. GRAHAM, the attorney-in-fact for FLORENCE J. GILLMOR and that said instrument was signed on behalf of FLORENCE J. GILLMOR.

My Commission Expires:

10/8/2012

Rita K. Bodily
NOTARY PUBLIC

Residing at:

79 S. Main St. 12th Fl.
Salt Lake City, Utah 84111



Exhibit A

Legal Description

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 dated 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 point of beginning.

LESS AND EXCEPTING the following described property described in that Quit Claim Deed recorded May 21, 2001, as Entry No. 7849632, in Book 8436, at Page 6596 as follows:

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, in Book 3610 of the Salt Lake 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.

ALSO EXCEPTING THEREFROM all oil, petroleum, natural gas, mineral rights and other hydrocarbon substances lying below a depth of 500 vertical feet from the surface of said land for the purpose of exploring for, extracting, mining, boring, removing or marketing said substances, however, without any right of any entry upon the surface of said land as reserved in Warranty Deed recorded June 14, 1974 as Entry No. 2629289 in Book 3610 at Page 55, of Official Records.

The following is shown for information purposes only: 16-05-332-001, 16-05-332-002, 16-05-332-009, and 16-05-332-026

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03/25/2009 02:57 PM \$22.00
Book - 9701 Pg - 7304-7310
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVID R. BIRD
201 S MAIN ST STE 1800
SLE UT 84111
BY: ZJM, DEPUTY WI 7 P.

DURABLE POWER OF ATTORNEY

I, Florence J. Gillmor, of Salt Lake City, County of Salt Lake, and State of Utah do hereby make this durable power of attorney. This power of attorney is effective immediately.

1. Appointment of Attorney in Fact. I nominate and appoint James B. Lee and Robert M. Graham, acting jointly, as my attorney in fact to have and exercise the powers provided by this instrument.

2. Purpose of this Power of Attorney. I intend this to be a general power of attorney. I shall specify certain acts which my attorney in fact is authorized to do in my behalf, but this is not intended to limit the generality of this power. I intend that my attorney in fact shall have the power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.

My attorney in fact has the following specific powers which are identified herein for emphasis and not by way of limitation on the general authority given my attorney in fact:

3. To Collect, Enforce, and Manage Assets and Claims. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, and retirement benefits, insurance benefits and proceeds, securities, any and all documents of title, claims, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or un-liquidated, as now are, or shall hereafter become, owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

4. To Deal with Personal Property. To lease, purchase, sell, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, sale, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as my attorney in fact shall deem proper.

5. To Deal with Real Estate. To maintain, repair, improve, manage, insure, rent, lease, sell, gift or convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as my attorney in fact shall deem proper. To sell and convey any and all land now or hereafter owned by me, and whether or not my residence under state law.

4836-4855-8339.1

6. Funding Trusts. To transfer from time to time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any of all of my cash, property or interest in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any or my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

7. To Execute Disclaimers. To execute disclaimers on my behalf under Section 2518 of the Internal Revenue Code or any comparable section of any federal or state statute.

8. To Deal with Securities and Brokerage Accounts. With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my attorney in fact or to others, and in such name and form, including his own, as he may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my accounts; to approve and confirm the same to receive any and all notices, calls for margin, or other demands with reference to my accounts; and to make any and all agreements with my broker with reference thereto for me and in my behalf.

The power granted herein shall apply to all existing brokerage accounts and any other brokers with whom I may have accounts from time to time.

My attorney in fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

I authorize my attorney in fact to execute on my behalf any powers of attorney in whatever form which may be required by any stockholder with whom I have deposited any securities.

9. To Operate or Participate in Any Business. To operate, conduct or participate in any lawful business of whatever nature for me and in my name, whether a sole proprietorship, partnership, limited liability company or corporation; to execute partnership and limited liability company agreements and amendments thereto; to change the legal form of any business; to incorporate, reorganize, merge, consolidate, recapitalize, sell, borrow against, liquidate or dissolve any business; to elect, employ or terminate officers, directors, employees, managers and agents; to delegate management responsibilities to any person; to enter into or carry out the provisions of any agreement relating to any business or business interest; to examine voting

rights with respect to any business interest, including exercising voting rights with respect to stock, either in person or by proxy, and to exercise stock options; to execute an election under Subchapter S or any other provision of the Internal Revenue Code.

10. To Deal with Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

11. To Make Gifts. To make gifts of my assets to such persons and institutions as shall appear to my attorney in fact to be consistent with my prior pattern of giving, or as shall be appropriate to reduce or eliminate federal or state income, estate or inheritance taxes or to reduce the exposure of my estate to nursing home expenses. This power shall not authorize my attorney in fact to make gifts to himself. In making gifts hereunder, my attorney in fact shall be mindful of transfer tax considerations, including, without limiting the generality of the foregoing, the transfer tax exclusions available under Internal Revenue Code Section 2503(b) and Section 2503(e); provided that my attorney in fact may make gifts beyond the exclusion amount if deemed advisable. If my attorney in fact makes gifts to minors, such gifts may be made directly to the minor, to a parent, guardian or next friend of the minor, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act or to a trust created for the benefit of the minor.

12. To Make Contracts and Give Releases. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, security agreements, bills of sale, leases, mortgages, assignments, fire and casualty insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

13. To Compensate Himself. My attorney in fact may compensate himself from my funds for services rendered, and expenses incurred, in acting under this instrument. Such expenses shall include, but shall not be limited to, the costs of retaining counsel to advise my attorney in fact in the conduct of his duties, and an accountant to assist in maintaining records. If my attorney in fact is an attorney at law, he may compensate himself at the rate customarily charged to clients for similar services.

14. To Deal with Bank Accounts. To deal with any bank accounts or certificates of deposit which I may own, to withdraw funds from such accounts, to pledge such accounts, and generally to exercise control over such accounts, and to establish new accounts. To execute any form, including a power of attorney, required by any bank or other financial institution in order to enable my attorney in fact to execute the powers granted under this instrument.

15. To Deal with Life Insurance Policies. To deal with life insurance policies and other products issued by life insurance companies, including annuity contracts, to change the

beneficiaries, to assign the policies, to surrender and borrow against the policies and to exercise all of the incidents of ownership in any life insurance policies or annuity contracts I own.

16. To Deal with the Social Security Administration and Other Agencies. To make application on my behalf for benefits administered by the Social Security Administration or any other federal, state, or local agency and to receive Social Security and other benefits on my behalf.

17. To Arrange For My Medical Care. To have access to my medical records, to make decisions as to acceptance or rejection of medical treatment, to engage and dismiss physicians and other health care personnel, to choose where I shall receive medical treatment and to arrange for my admission to and discharge from hospitals and other places of treatment, to grant consent for or refuse consent to any medical procedure, to sign any consent or release, and to do anything in connection with my health care which I could do personally

18. To Deal with Tax Matters. To represent me in all tax matters; to prepare, sign, and file federal, state, and local income tax, transfer tax, and other tax returns of all kinds, including joint returns, claims for refunds, requests for extensions of time, petitions to the Tax Court or other courts regarding tax matters, and any and all other tax-related documents, including, but not limited to, consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and Form 2848, Form 8821, and any other power of attorney or form required by the Internal Revenue Service, any state or any local taxing authority with respect to any tax year between the years 1996 and 2024; to pay taxes due, collect and make such disposition of refunds as my attorney shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service, any state, or any local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods between the years 1996 and 2024 before all officers of the Internal Revenue Service and state and local tax authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

19. To Have Access To Safe Deposit Boxes. To have access at any time or times and enter any safe deposit box which I may have leased; to add property to the box or take property from the box, and to surrender possession of the box and terminate the lease.

20. To Deal with Pension Plans and Retirement Accounts. To deal with pension plans and retirement accounts of all types; to make and change beneficiary designations and payment options, and to surrender any retirement account or IRA for cash or for any other benefit payment option available under such retirement plan or IRA.

21. To Receive Mail. To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my attorney in fact.

22. To Change My Domicile. To do all things necessary to change my legal domicile.

23. To Effect My Resignation As a Member, Officer or Fiduciary. To effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, personal representative, or other fiduciary of any foundation, estate or trust, however designated.

24. To Do All Necessary Things. To do, take, and perform all and every act and thing whatsoever requisite, prior, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my attorney in fact shall lawfully do or cause to be done by virtue of this power of attorney and the right and powers herein granted.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my attorney in fact.

25. Power to Remain in Effect. This power of attorney is intended to remain in full effect notwithstanding any subsequent disability or incapacity on my part.

26. Power Not Affected By Time. This power of attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my attorney in fact under this instrument shall terminate.

If, without actual knowledge of my death or any other circumstance which would revoke this power of attorney my attorney in fact enters into a transaction on my behalf which would have been binding upon me except for my death or other circumstance but before my attorney in fact has actual notice of such death or any other circumstance, then I or my estate will carry out the terms of the transaction in the same manner as if this power of attorney had not been terminated.

27. Counterparts and Copies Valid. I execute this power of attorney in a number of counterparts, each to be valid as an original. A certified copy of this power of attorney, if the power of attorney is recorded at the Registry of Deeds or other state or local recording office, shall be as valid as an original.

28. State Law to Govern. This power of attorney is to be construed according to the laws of the State of Utah.

29. Previous Powers of Attorney. On July 1, 1996 I executed a Durable Power of Attorney appointing James B. Lee and Robert M. Graham, acting jointly, my attorney in fact. For the past few years, James B. Lee and Robert M. Graham have been administering my affairs at my request pursuant to that Durable Power of Attorney. In executing this power of attorney, I hereby ratify and confirm all contracts signed, property conveyed, gifts made and all other actions lawfully done by James B. Lee and Robert M. Graham pursuant to that July 1, 1996 Durable Power of Attorney. I hereby revoke my July 1, 1996 Durable Power of Attorney and

any other powers of attorney which I have executed earlier, except such as have to do with signature powers over savings or checking accounts.

30. Duty of Attorney in Fact to Account. My attorney in fact shall account upon request to me. If a conservator or guardian is appointed for my property my attorney in fact shall account to such conservator or guardian. If I am determined to be incapacitated, my attorney in fact shall not be obligated to provide an accounting under Utah Code Ann. § 75-5-501(2) to any "interested persons."

31. Power to Execute Further Powers of Attorney. My attorney in fact shall have the power to execute further powers of attorney appointing my attorney in fact or some other person.

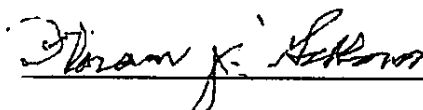
32. Third Party Relying Upon Power of Attorney. Any person, firm, or corporation shall be entirely protected in relying upon this power of attorney or any action taken by my attorney in fact pursuant to this power of attorney, and I, or my estate in the event of my death, shall hold harmless any such person, firm, or corporation so relying upon this power of attorney or any action taken by my attorney in fact pursuant to this power of attorney. I authorize my attorney in fact to bring suit against any person, firm, or corporation which refuses to accept this power of attorney.

33. Compensation and Indemnification of My Attorney in Fact. If my attorney in fact shall be subject to any legal claim arising out of anything done or not done in accordance with this durable power of attorney, my attorney in fact shall be entitled to indemnify himself from my assets, except in the event of his gross negligence or criminal misconduct. My attorney in fact shall not be held liable to any person for any action taken or not taken under this instrument, except in the event of his gross negligence or criminal misconduct. If my attorney in fact shall take any action under this power of attorney after the power of attorney has been terminated, but without knowledge of such termination, my attorney in fact shall not be liable to me or my estate, and shall be indemnified from liability by me or my estate.

34. Disability, Death, or Resignation of Attorney in Fact. If James B. Lee or Robert M. Graham ceases to act due to his death, incapacity or resignation, I appoint either James B. Lee or Robert M. Graham, whichever shall be able to continue to act, as my attorney in fact. For purposes of this Power, my attorney in fact shall not be deemed to be incapacitated unless a diagnosis of his incapacity is made in writing by a licensed physician.

35. Grant of Power of Attorney is Revocable. I reserve the right at any time to revoke this power of attorney. If I revoke this power of attorney, I may record notice of such revocation in the County Recorder's Office of Salt Lake County.

WITNESS my hand this 25th day of March 2009.



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

On the 25 day of March, 2009 personally appeared before me, Florence J. Gillmor, the signer of the foregoing Durable Power of Attorney, who duly acknowledged to me that she executed the same.



NOTARY PUBLIC

My Commission Expires:

Residing at:

Sweet Lake County, UT

