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RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

UTACO, INC.  
353 East 200 North #1  
Provo, Utah 84604

4782900  
01 JUNE 89 04:58 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: REBECCA GRAY, DEPUTY

4782900

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 31<sup>st</sup> day of May, 1989, by and between GREGORY E. AUSTIN, ("Landlord") and UTACO, a Utah corporation doing business as Taco Bell ("Tenant").

RECITALS:

1. Landlord and Tenant have heretofore entered into that certain Lease dated May 31, 1989, (the "Lease") pertaining to real property situated in the Salt Lake City, County of Salt Lake, State of Utah, more particularly described upon Exhibit "A" attached hereto and made a part hereof by reference.
2. Landlord and Tenant have heretofore entered into a certain Addendum to the Lease dated May 31, 1989.
3. The parties wish to establish of record notice of the said Lease of May 31, 1989 and Addendum, and confirm that the real property described upon said Exhibit "A" together with easements, covenants, conditions, and restrictions appurtenant thereto constitute the leasehold estate under said Lease.

NOW THEREFORE, incorporating the foregoing recitals by reference, the parties do agree as follows:

BOOK 6132 PAGE 1040

1. PREMISES: Landlord has leased to Tenant and Tenant has leased from Landlord pursuant to the provisions of that certain Lease of May 31, 1989, hereinafter incorporated by reference, that real property described in Exhibit "A" attached hereto together with appurtenant easements, covenants, conditions, and restrictions applicable thereto or for the benefit thereof.

2. TERM: The term of such Lease commenced upon the 31<sup>st</sup> day of May, 1989, and shall expire on the 31st day of August, 2009.

3. RIGHTS OF TACO BELL CORPORATION: Under the terms of the Addendum to Lease dated May 31, 1989 Landlord and Tenant have granted Taco Bell Corporation certain conditional rights, including possession, in and to the real property described on Exhibit "A" attached hereto and by reference made a part hereof.

4. HOLDING OVER: In the event Tenant shall continue to occupy the leased premises after the expiration of the term hereof, such holding over shall be deemed to have created a month to month tenancy subject to all the terms and conditions of this Lease which tenancy may be terminated by notice by either party in accordance with Utah Law.

5. LEASE INCORPORATED: All the terms, conditions, and covenants of the Lease and Addendum are incorporated herein by this reference. Duplicate original copies of the Lease and Addendum are held by Landlord and Tenant. The

BOOK 6132 PAGE 1041

address of Landlord is 40 Marcrest South, Provo, Utah 84604, and the address of Tenant is 353 East 200 North #1, Provo, Utah 84604.

6. LEASE CONTROLS: In the event any provisions of this Memorandum of Lease conflict with any provision of the said Lease and Addendum, the provisions within the Lease and Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease.

LANDLORD

TENANT

UTACO, A UTAH CORPORATION

Gregory E. Austin  
Gregory E. Austin,

Don Davis  
Don Davis, Vice President

STATE OF UTAH            )  
                                  ) ss:  
COUNTY OF UTAH        )

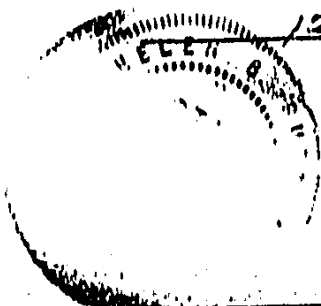
On the 30th day of May, 1989, personally appeared before me Gregory E. Austin, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

John B. Burk  
NOTARY PUBLIC

Residing at: Provo, Utah

My Commission Expires:

12/7/90



STATE OF UTAH     )  
                          )SS:  
COUNTY OF UTAH    )

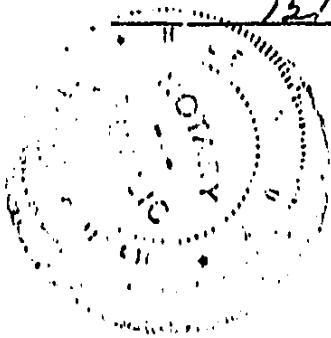
On the ~~30th~~ day of May, 1989, personally appeared before me Don Davis, who being by me duly sworn did say that he is the Vice President of UTACO, a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of the bylaws of said corporation and said Don Davis acknowledged to me that said corporation executed the same.

John B. Bush  
NOTARY PUBLIC

Residing at Orion, Utah

My Commission Expires:

12/7/90



BOOK 6132 PAGE 1043

EXHIBIT "A"

COMMENCING on the South line of 70th South Street, which point is West 33 feet and North 56.07 feet to the South line of 70th South Street and North 82° 55' West 157.05 feet along said South line from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 82° 55' West 75.73 feet to the West line of the Crug property; thence South 157.05 feet; thence South 82° 55' East 75.73 feet; thence North 157.05 feet to the place of COMMENCEMENT.

BEGINNING North 89° 58' 25" West 264.0 feet from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°04' East 84.66 feet; thence North 82°55' West 84.7 feet; thence South 0°04' west 113.0 feet; thence South 82°55' East 84.7 feet; thence North 0°04' East 28.34 feet to the point of BEGINNING.

BEGINNING North 89° 58' 25" West 264 feet and South 0°04' West 28.34 feet from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04' West 59.00 feet; thence North 87°39' West 84.14 feet; thence North 0°04' East 66.00 feet; thence South 82°55' East 84.71 feet to the point of BEGINNING.

TOGETHER WITH A RIGHT-OF-WAY OVER:

COMMENCING West 33 feet and South 100.98 feet from the Southeast corner of said Section 21, and running thence North 82° 55' West 232.78 feet; thence South 20 feet; thence South 82° 55' East 232.78 feet to the West line of 20th East Street; thence North 20 feet to the place of COMMENCEMENT.

The above-described Right-of-Way is subject to being changed to be as follows:

Commencing West 33 feet and South 120.98 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Meridian and running thence North 82° 55' West 157.05 feet; thence North 20 feet; thence North 82° 55' West 75.73 feet; thence South 40 feet; thence South 82° 55' East 232.78 feet to the West line of 20th East Street, thence North 20 feet to the place of commencement.

The above parcels are subject to a Nonexclusive Ground Lease

in favor of Terratron, Inc. and Titus Foods, Inc. for signage purposes and for pedestrian and vehicular access to, and egress from the adjoining property leased by Terratron, Inc. and/or Titus Foods, Inc. over and across the following described real property:

Beginning at a point on the Southerly line of widened Fort Union Boulevard (40 feet from centerline), said point being North 85.23 feet to the centerline intersection of 2000 East Street and Fort Union Boulevard, North 82°54'58" West (Basis of Bearing) 190.30 feet along the centerline of Fort Union Boulevard and South 40.30 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 82°54'58" West 25.19 feet along said widened Southerly line; thence South 150.00 feet; thence South 82°54' 58" East 25.19 feet; thence North 150.00 feet to the point of beginning.