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08/03/2001 04:34 PM 20.00
Book - 8486 Pg - 3712-3717
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BONNEVILLE TITLE CO
BY: RDJ, DEPUTY - WI 6 P.

MEMORANDUM OF LEASE

THE STATE OF UTAH)
COUNTY OF SALT LAKE)

79316-105L

7966497

THIS MEMORANDUM OF LEASE is made and entered into on this th 20 day of June 2001, by and between Price Development Company, L.P., ("Landlord") and Buca Restaurants 2, Inc. ("Tenant") on the covenants, terms and conditions set forth below.

For good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which is hereby acknowledged by them, Landlord and Tenant agree as follows:

1. Demised Premises. Landlord has demised unto Tenant and Tenant has leased from Landlord, on the terms and conditions set forth in that certain Lease Agreement dated as of April 7, 2000 by and between Landlord and Buca Restaurants, Inc., as assigned to Buca Restaurants 2, Inc. under that certain Assignment dated as of March 16, 2001, which Lease was amended by that certain First Amendment to Lease Agreement dated January 17, 2001 (collectively, the "Lease"), that certain Premises situated on the real property (the "Shopping Center") identified by metes and bounds on Exhibit "A" attached hereto, such Premises being located in the Shopping Center as shown on Exhibit "B" attached hereto.

2. Term. The Initial Term of the Lease is Ten Years, beginning on the Commencement Date as described in the Lease. Tenant has the option to extend the term of the Lease on all of the same terms and conditions except for rental (which is stipulated in the Lease) for three (3) additional option terms of five years each following the expiration of the initial term as more fully set forth in the Lease Extension Option contained in the Lease.

3. Exclusive. Landlord has granted Tenant an Exclusive which reads in full as follows: "Provided Tenant is not in default under any term, condition or covenant of the Lease, Landlord shall not lease space to any future Tenant whose primary business use is the operation of an Italian Restaurant or who sells, as a primary menu item, pizza or pasta, in the Shopping Center. Tenant understands, however, this does not apply to any tenants presently doing business in the Shopping Center nor to any tenant whose use clause at the time of execution of this Lease, contains no restrictions as to use, nor to any anchor tenants, if any."

4. Additional Provisions. The entirety of the Lease has been incorporated herein by reference, and all of the terms thereof shall apply to and be binding upon Landlord and Tenant in connection with this Memorandum of Lease. To the extent that a conflict or inconsistency may exist between any term or condition of this Memorandum of Lease and any term or condition contained in the Lease, such term or condition contained in the Lease shall govern and control.

[Handwritten signature]

BK8486PG3712


EXECUTED as of the date first above written.

LANDLORD:

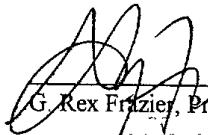
PRICE DEVELOPMENT COMPANY,
LIMITED PARTNERSHIP,
A Maryland limited partnership

Attest:

By: JP Realty, Inc.,
a Maryland corporation,
Its general partner



Kay M. Liebroder
Assistant Secretary

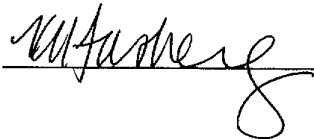
By: 

G. Rex Frazier, President

TENANT:

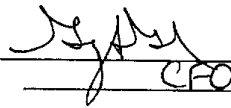
BUCA RESTAURANTS 2, INC.

Attest:



By:

Its



CFO

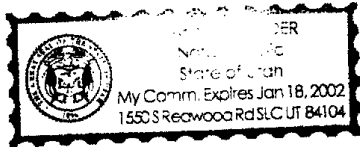


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STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On this 28 day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Rex Frazier known to be the President of JP Realty, Inc., a Maryland corporation, the general partner of Price Development Company, Limited Partnership, a Maryland limited partnership and acknowledge to me that he executed the within and foregoing instrument in his capacity as above stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as hereinabove written.

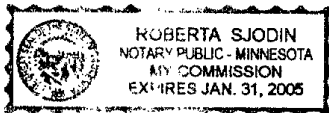


Gary M. Huebrodt
Notary Public
Residing at: Salt Lake, Utah
My Commission Expires: 1/18/02

STATE OF ~~MINNESOTA~~)
) :ss
COUNTY OF HENNEPIN)

On this 26 day of JUNE, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared GREG A. GADEL known to be the CEO of BUCA RESTAURANTS 2, INC., a _____, and acknowledged to me that they executed the within and foregoing instrument in his capacity as above stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year as hereinabove written.



Roberta Sjodin
Notary Public
Residing at: CARVER CRY.
My Commission Expires: 1/31/05

Handwritten initials/signature

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EXHIBIT "A"

Beginning at a point on the East right of way line of 900 East Street, which is 137.41 feet South 0°04'01" West along the Quarter Section line, 879.98 feet South 89°52'20" West and 177.24 feet South 0°04'40" West along said East right of way line from the North Quarter corner of said Section 29, said point also being 734.31 feet North 0°04'00" East and 73.0 feet South 89°55'20" East from the Brass Cap Monument found in the intersection of South Union Avenue and 900 East Street; and running thence North 89°07'58" East 158.57 feet; thence South 88°37'14" East 75.92 feet; thence North 89°28'47" East 76.61 feet; thence South 12°37'19" East 270.03 feet to the Northerly right of way line of Fort Union Boulevard (7200 South Street); thence Southwesterly along the arc of a 1076.92 foot radius curve to the right a distance of 26.67 feet (Central Angle equals 1°25'08" and Long Chord bears South 73°34'06" West 26.67 feet) along said Northerly right of way line; thence North 73°09'00" West 245.13 feet; thence North 35°25'00" East 89.75 feet; thence North 55°25'00" West 86.23 feet; thence North 77°46'00" West 93.53 feet to said East right of way line of 900 East Street; thence North 0°04'40" East 57.10 feet along said East right of way to the point of beginning.

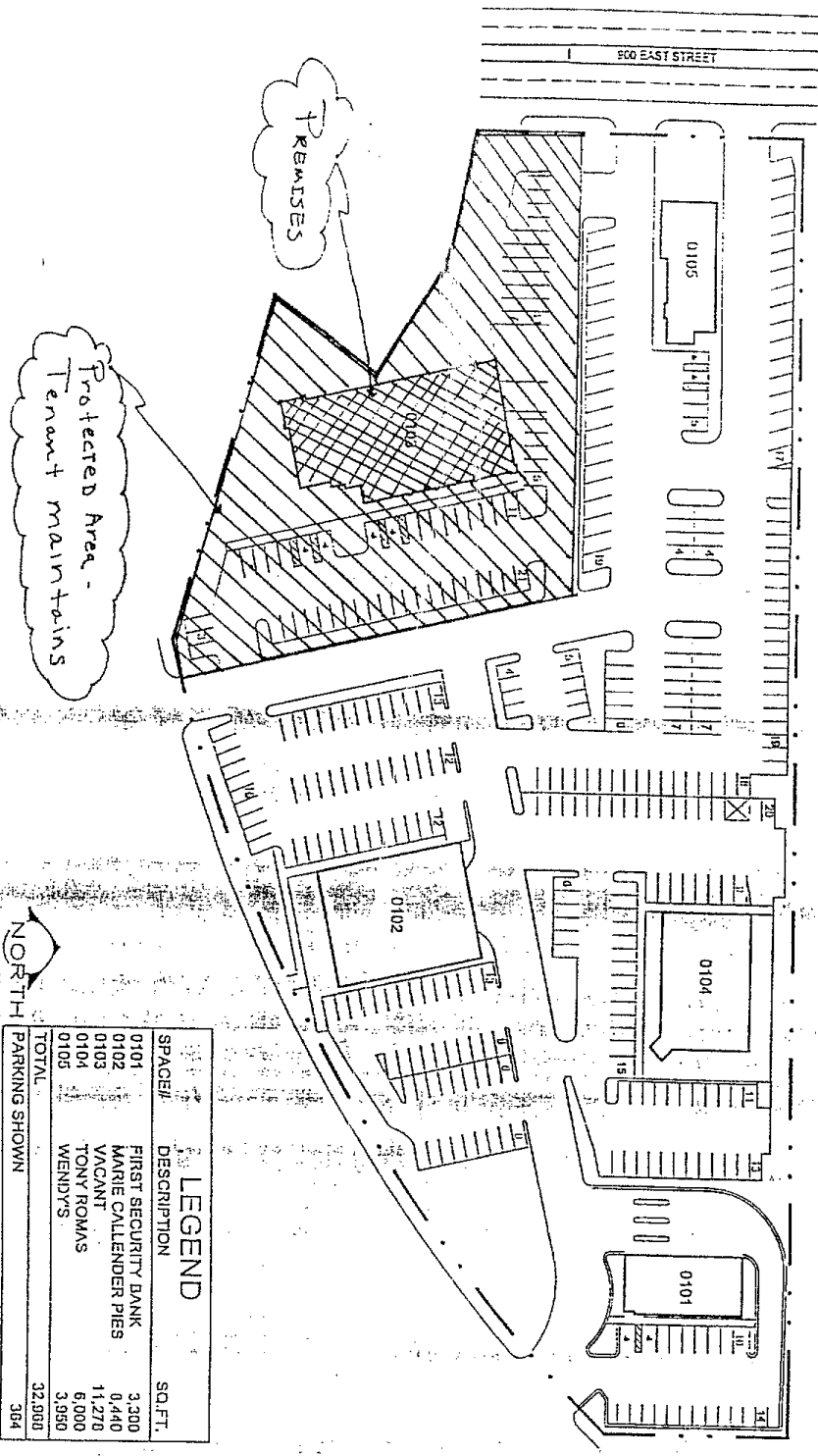
22-29-128-007

AP

EXHIBIT "B"



THE CONTAINMENT OF BUSINESS AND TRAFFIC OCCUPANCY ON THE SHOWN
 PORTION OF THE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE AND THERE
 IS NO WARRANTY OR LIABILITY ON THE PART OF THE ENGINEER FOR ANY
 AND CONSTRUCTION OR OTHER OCCUPANCY OR OTHERWISE.
 THE ENGINEER'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED.



SPACE/	DESCRIPTION	SQ.FT.
0101	FIRST SECURITY BANK	3,300
0102	MARIE CALLENDER PIES	0,440
0103	VACANT	11,278
0104	TONY ROMAS	6,000
0105	WENDY'S	3,980
TOTAL		32,998
PARKING SHOWN		364

Buca di Beppo
 Space 0103
 11,278 sq. feet

FORT UNION
 MIDVALE, UT.

DRAWN BY: CEC DATE: 02-15-00

LP		JP Realty, Inc. PRICE DEVELOPMENT COMPANY <small>LIMITED PARTNERSHIP</small> SHOPPING CENTERS/INDUSTRIAL AND OFFICE PROPERTIES <small>35 CENTURY PARKWAY SALT LAKE CITY, UTAH 84116 TEL (801) 486-2811</small>		JOB NO. 102101
				SCALE: 1" = 80' REVISIONS:

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