

**RECORDING REQUESTED AND  
AFTER RECORDING RETURN TO:**

Fanny Trataros  
Regal Title Agency  
90 Broad Street, 18<sup>th</sup> Floor  
New York, New York 10004

Orem, UT

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE (the "Memorandum") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company ("Landlord") and TEXAS ROADHOUSE HOLDINGS LLC, a Kentucky limited liability company ("Tenant").

Landlord and Tenant hereby stipulate and agree as follows:

1. By that certain Ground Lease between Landlord and Tenant dated effective on or about November 16, 2009, as amended (the "Lease"), Landlord leased to Tenant certain real property located in the City of Orem, County of Tooele, State of Utah, which property is legally described on Exhibit "A" attached hereto (the "Premises"). The Premises are part of a larger parcel of real property owned by Landlord, which property is visually depicted on Exhibit "A-1" attached and legally described on Exhibit "A-2" (the "Shopping Center").

2. The Original Term is for a period of ten (10) years commencing on the Rent Commencement Date as defined in the Lease, and is subject to renewal by Tenant, at Tenant's option, for two (2) successive and additional periods of five (5) years each as provided in the Lease.

3. Landlord hereby grants Tenant, its agents, employees, customers and invitees, a non-exclusive right to utilize all interior drive aisles, parking spaces, curb cuts and utility lines and stormwater detention facilities which serve the Shopping Center (collectively, the "Common Areas"), as provided in and subject to the terms of the REA and the Costco Lease (each as defined in the Lease). Tenant acknowledges and agrees that Landlord, all other tenants or occupants of the Shopping Center and their respective customers, licensees and invitees shall at all times during the term hereof have the right to use any Common Areas within the Premises. In addition, Landlord, its contractors, employees and agents, shall at all times have the right of access to the Common Areas of the Premises to perform any and all maintenance and repair work to be performed by or on behalf of Landlord under this Lease and/or the REA or Costco Lease; provided, however, that in exercising such right, Landlord shall endeavor in good faith to minimize any interference with the conduct of Tenant's business.

4. Landlord covenants and agrees that so long as Tenant is operating a full service restaurant featuring steaks, ribs and related menu items (a "Steakhouse"), no portion of the Shopping Center designated as Pad NM-9, Pad NM-10 or Lot 3 on Exhibit "A-1" shall be leased, sold, occupied, used or operated by any party as a Steakhouse. This exclusive shall not apply to (i) any current tenant in the Shopping Center (collectively, the "Existing Tenants") existing as of the date of this Lease to the extent their leases allow such use (provided, however, that to the extent



Landlord has the right to withhold consent to a change in use by any Existing Tenant to a use that would violate Tenant's exclusive, Landlord will withhold such consent), or (ii) Ruth's Chris or Flemings restaurants.

5. This Memorandum of Lease is subject to all of the terms, conditions and provisions of the Lease, and in the event of any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

**(SIGNATURE PAGES FOLLOW)**



**LANDLORD:**

**UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company**

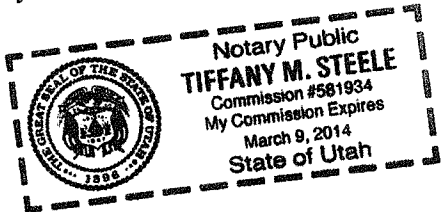
By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager

By: *W. Richards Woodbury*  
W. Richards Woodbury, Manager

By: *Orin R. Woodbury*  
Orin R. Woodbury, Manager

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

On the 15<sup>th</sup> day of July, 2010, before me personally appeared W. RICHARDS WOODBURY (~~or JEFFREY K. WOODBURY~~) and ORIN R. WOODBURY, to me personally known to be the Managers of WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



*Tiffany M. Steele*  
Notary Public



TENANT: TEXAS ROADHOUSE HOLDINGS LLC,  
a Kentucky limited liability company

By: Texas Roadhouse, Inc.,  
a Delaware corporation  
Its: Manager

By: cc Sheila C. B  
Name: By: Texas Roadhouse Holdings LLC,  
its Manager  
Title: By: Texas Roadhouse, Inc., Its Manager  
By: Sheila C. Brown  
General Counsel, Corporate Secretary

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared Sheila C. Brown, the General Counsel Corporate Secretary of Texas Roadhouse, Inc., a Delaware corporation, Manager of Texas Roadhouse Holdings LLC, a Kentucky limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 1<sup>st</sup> day of July, 2010.

Laura F. Hoon  
Notary Public, Commonwealth of Kentucky  
Laura F. Hoon  
Printed Name  
My Commission Expires 2/28/2012  
Notary Public, State at Large, KY



Notary Public, State at Large, KY  
My commission expires Feb. 28, 2012

**EXHIBIT "A" TO MEMORANDUM OF LEASE**

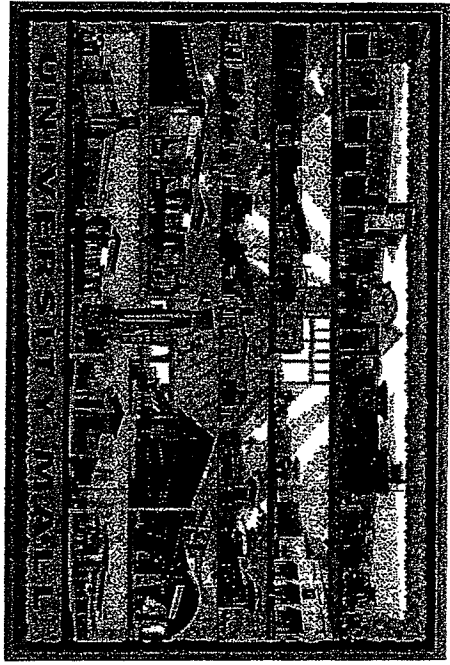
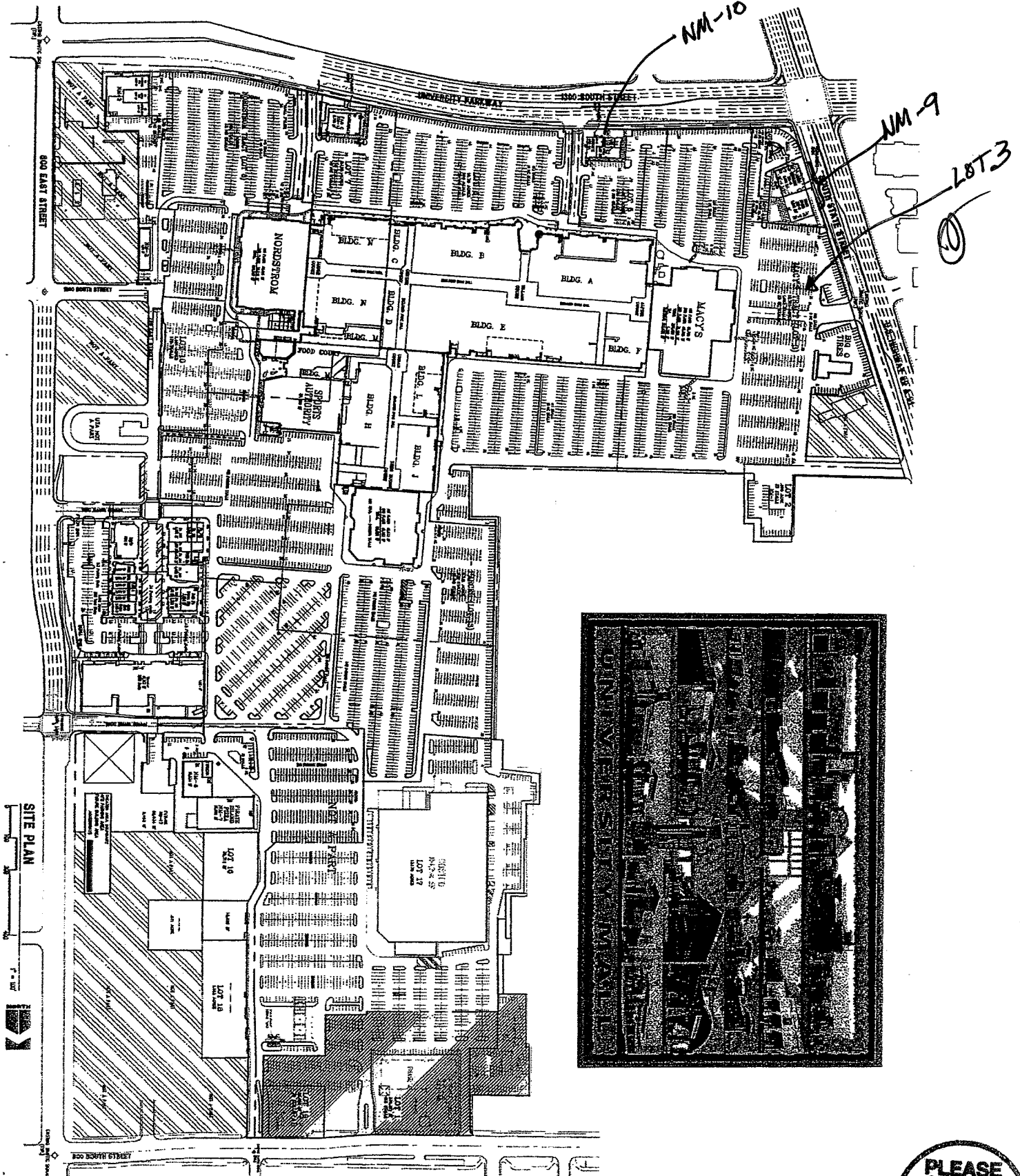
**LEGAL DESCRIPTION OF THE PREMISES**

A PORTION OF LOTS 3 & 4, PLAT "A", UNIVERSITY MALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO. 19427:2001, MAP NO. 8962, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N85°58'00" W ALONG THE NORTH LINE OF LOT 4, PLAT "A", UNIVERSITY MALL SUBDIVISION 69.19 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT ALSO BEING LOCATED S89°17'47"E ALONG THE SECTION LINE 403.46 FEET AND SOUTH 254.17 FEET FROM THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S4°01'00"W 67.86 FEET; THENCE S71°23'00"W 121.94 FEET; THENCE N18°31'00"W 136.00 FEET; THENCE N71°29'00"E 20.11 FEET; THENCE S85°58'00"E 14.09 FEET; THENCE S4°02'00"W 18.50 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE S85°58'00"E ALONG SAID NORTH LINE 132.00 FEET TO THE POINT OF BEGINNING.



SHOPPING CENTER SITE PLAN



SITE PLAN  
 1" = 100'  
 NORTH

SP-1

UNIVERSITY MALL  
 MASTER SITE PLAN  
 OREM, UTAH

**WOODBURY**  
 CORPORATION

1791 S. WOODBURY AND ASSOCIATES, ARCHITECTS  
 2733 EAST PARLEYS WAY, SUITE 300  
 SALT LAKE CITY, UTAH 84108  
 (801) 465-7770

PLEASE INITIAL  
*[Signature]*

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION**

The following described property in Orem City, State of Utah, to-wit:

All of lots 2, 3, 4, 5, 6, 7, 8, 9,10, 11, 12, 13, 14, and 15, UNIVERSITY MALL SUBDIVISION, PLAT A, (being part of the Southeast and Southwest Quarters of Section 23 and the Northeast Quarter of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian) as recorded at the office of Utah County Recorder on March 1, 2001 as entry number 19427. Containing approximately 77.418 acres (3,372,328 square feet)

SUBJECT TO and TOGETHER WITH Easements for utilities, rights-of-way and parking as set forth in documents of record

For informational purposes, the following are the descriptions of the Department Store parcels:

MACYS Parcel: All of Lot 3 of said Subdivision containing approximately 12.745 acres. (555,177 square feet).

NORDSTROM Parcel: All of Lot 8 of said Subdivision containing approximately 7.243 acres (311,153 square feet).

MERVYN'S Parcel: All of Lot 13 of said Subdivision containing approximately 6.331 acres (275,783 square feet).

DEVELOPER Parcels include all of the above excepting said Lots 3, 8 and 13.

In addition, because of existence of certain Cross-easements, the following is a description of the COSTCO SHOPPING CENTER containing approximately 22.730 acres (990,125 square feet):

All of Lots 16, 17, 18, 19 and 1, of said UNIVERSITY MALL SUBDIVISION, PLAT A, as heretofore described; subject to and together with Easements for utilities, rights-of-way and parking.

The COSTCO DEPARTMENT STORE Parcel is described as: All of Lot 17, of said Subdivision containing approximately 13.201 acres (575,052 square feet).

DEVELOPER Parcels include all of Lots 1, 16, 18 and 19 of said Subdivision.

