

Ent: 424927 - Pg 1 of 5
Date: 2/17/2016 2:30:00 PM
Fee: \$18.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: FIRST AMERICAN PHEONIX (ACH)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Wells Fargo Bank, National Association
1808 Aston Avenue, Suite 250
Carlsbad, CA 92008
Attention: Loan Administration
Loan No. 7829927205

COURTESY RECORDING
NO TITLE LIABILITY

MEMORANDUM OF LEASE

Lease	Retail Space Lease between Landlord and Tenant dated 10/8/2014
Landlord	Fightertown FVLB, LLC, a California limited liability company
Tenant	AMD PIZZA LLC, a Utah limited liability company
Unit No.	7533
Premises	As described on Exhibit A
Premises Address	1024 North Main Street, Tooele, UT 84074

This Memorandum of Lease ("Memorandum") is made and entered into this 14 day of January 2016, by and between Fightertown FVLB, LLC with an address at 7562 Caminito Avola, La Jolla, CA 92037 ("Lessor"), and AMD PIZZA LLC, with an address at 14328 S Log Home Lane, Herriman, UT 84096 ("Lessee").

1. Lessor and Lessee entered into a Lease (the "Lease") on 10/8/2014, for premises located upon land lying and situated in Tooele County, UT, and more particularly described in Exhibit A attached hereto (the "Premises").

2. The Street address of the Property, which is the subject of the Lease, is 1024 North Main Street, Tooele, UT 84074.

3. The term of the Lease commenced on 10/8/2014, the date referred to therein as

the Commencement Date, and continues until 10/8/2024, the date referred to therein as the Expiration Date.

4. Lessee has renewal option(s) to extend the term of the Lease, with the final lease expiration date being 10/8/2039.

5. This Memorandum shall apply with respect to Lessor, Lessee and each of their respective successors and permitted assigns. This Memorandum is not intended to modify the terms of the Lease and in the event of any ambiguity the Lease shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease the day and year first above written.

LESSOR:

FIGHTERTOWN FVLB, LLC, a California limited liability company

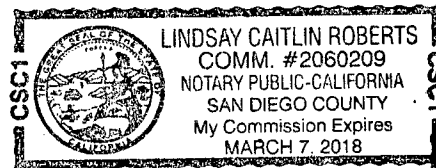
By: [Signature]
Name: PATRICK W SCOTT
Title: MANAGER/GENERAL PARTNER

STATE OF California
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me on 14th January 2016 by PATRICK W SCOTT, a GENERAL PARTNER as 1/14/16 of FIGHTERTOWN FVLB, LLC, on behalf of

[Signature: Lindsay Roberts]
Notary Public

My Commission Expires: 03/07/2018



(Signatures continue on the following page)

EXHIBIT A
(Premises)

BEGINNING SOUTH 2607 FEET AND WEST 1064.50 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING FURTHER DESCRIBED AS BEING ON THE NORTH BOUNDARY LINE OF 1000 NORTH STREET AND ALSO BEING THE SOUTHWEST CORNER OF THE BETTY JEAN SKINNER JOHNSON TRUST DATED MAY 13, 2003, BETTY JEAN SKINNER JOHNSON, TRUSTEE PROPERTY (JOHNSON TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 203858 OF TOOELE COUNTY RECORDS; RUNNING THENCE WEST 200 FEET TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY U-36; THENCE NORTH 6°50' EAST 165 FEET ALONG SAID EAST RIGHT OF WAY OF U-36 TO THE SOUTH BOUNDARY OF THE REBECCA KOEVEN IRREVOCABLE LIVING TRUST DATED APRIL 29, 1997, REBECCA KOEVEN, TRUSTEE, (KOEVEN TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED AS ENTRY NO. 96052 OF TOOELE COUNTY RECORDS; THENCE SOUTH 83°10' EAST 198.58 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID KOEVEN TRUST PROPERTY AND A SOUTHERLY BOUNDARY OF SAID JOHNSON TRUST PROPERTY TO THE INTERSECTION OF A WESTERLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY; THENCE SOUTH 6°50' WEST 141.20 FEET ALONG SAID WESTERLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY TO THE POINT OF BEGINNING.

SITUATED IN TOOELE COUNTY, STATE OF UTAH.