

DOCUMENT PREPARED BY:

Harbor Freight Tools  
Legal Department  
26541 Agoura Road  
Calabasas, California 91302  
Attention: Senior Real Estate Paralegal

Return to: ND7P  
Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204

1002-89228-ND7S

(Space above for Recorder's Use)

MEMORANDUM OF LEASE

This Memorandum of Lease dated as of the 17 day of April, 2020 is made and entered into by and between CCA-TOOELE TOWNE CENTER, LLC, a Delaware limited liability company, with an address at c/o CCA Acquisition Company, LLC, Attn: Steven Usdan, 5670 Wilshire Blvd, Suite 1250, Los Angeles, CA 90036 ("Landlord/Grantor"), and HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation, with an address at 26541 Agoura Road, Calabasas, California 91302 ("Tenant/Grantee") respecting that certain unrecorded lease between Landlord and Tenant relating to the Premises and Shopping Center (the "Lease"). Any capitalized terms not defined herein shall have the meaning assigned thereto in the Lease.

Pursuant to the Lease, Grantor and Tenant hereby acknowledge and affirm that:

Landlord has leased to Tenant and Tenant has leased from Landlord those certain premises ("**Premises**"), containing approximately 15,000 rentable square feet ("**Premises Area**"), consisting of a portion of a building ("**Building**") in the Tooele Towne Center shopping center ("**Shopping**

**Center**”), located in the city of Tooele, County of Tooele, State of Utah. Landlord agrees to notify Tenant of the address of the Premises upon issuance by the City of the address for the Premises in connection with City’s approval of Landlord’s Work, with Landlord being obligated to diligently pursue such issuance. The Shopping Center is legally described on Exhibit “A” attached hereto and incorporated herein by reference, and the Premises is shown on Exhibit “A” attached to the Lease.

1. The term of the Lease is for a period of ten (10) Lease Years (as defined in Paragraph 2 of the Lease), commencing on the Lease Commencement Date as described in the Lease and terminating on the last day of the tenth (10th) full Lease Year, unless sooner terminated or extended pursuant to the terms of the Lease.
2. Tenant has four (4) successive options, each of which entitles Tenant at its election to extend the then current Term for an additional period of five (5) years per Option Term, subject to all of the provisions of the Lease.
3. Tenant has the exclusive right in the Shopping Center to operate as a general tool and tool accessories merchandise retailer.
4. Changes to Common Areas. Except as may otherwise be required by applicable Laws, where the need for such compliance does not arise due to the acts or omissions of Landlord, or Landlord’s agents, employees, contractors or any other tenant or occupant of the Shopping Center, Landlord covenants not to make or permit to be made, without first obtaining Tenant’s written consent, (i) any changes, additions, or alterations to the Common Areas located within the **“Tenant’s Protected Area”** depicted on Lease Exhibit “A”, or (ii) any changes, additions, or alterations to the other Common Areas to the extent the same would materially and adversely affect Tenant’s business operations within the Premises, access to the Premises or the Tenant’s Protected Area, or the visibility of the Premises or any of Tenant’s signage, said prohibited changes to specifically include the construction of any new building in the Common Areas; provided, however, that subject to the last two (2) paragraphs of Lease Paragraph 11.2, the terms and provisions of Lease Paragraph 11.2 shall not (a) restrict or otherwise be applicable to the development or use of the **“Potential Pad Site Development Area”** depicted on Lease Exhibit “A”; or (b) restrict or otherwise be applicable to outdoor sales area and cart corrals in locations outside of Tenant’s Protected Area as long as there is not material interference with access and traffic flow to and from the Premises over the areas designated as “Protected Drive Aisles” depicted on Lease Exhibit “A”

Except as expressly provided in the Lease, Landlord reserves the right, from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on the Common Areas, to change the areas, location and arrangement of the parking areas and other facilities forming a part of the Common Areas, to construct temporary or permanent buildings, structures and improvements therein not intended for common usage, to modify, increase or decrease the size and location of any buildings in the Shopping Center (other than the Building), to restrict parking, if Landlord so designates, for employees, and to close temporarily all or any

portion of the Common Areas for the purposes of making repairs or changes thereto or to discourage non-customer parking; provided, however, no alterations, changes or other actions taken by Landlord with respect to the Common Areas may be made or taken if the same materially interferes with access and traffic flow to and from the Premises over the "**Protected Drive Aisles**" on **Lease Exhibit "A"** (other than temporarily in connection with the construction of permitted alterations, repairs or the like and Landlord agrees to use commercially reasonable efforts to minimize the scope and duration of any such disruptions and of any interference to Tenant's business operations caused thereby).

Landlord may construct a building ("**Outbuilding**") on the Potential Pad Site Development Area for retail use or other uses typically found in other similar shopping centers in other comparable Utah markets, and such shall not be considered a Common Area Violation provided that Landlord complies with all of the following requirements: (i) only one (1) Outbuilding may be located upon the Potential Pad Site Development Area; (ii) said Outbuilding shall be one-story only, and shall not exceed twenty-two feet (22') in height including all signs and architectural features (and shall have no rooftop seating and no rooftop signage), (iii) all parking required by Laws (or which would have been required if such Outbuilding was located on a separate legal parcel) to meet the minimum applicable governmental parking requirements (without variance) with respect to the Outbuilding and the use thereof shall be entirely located within the Potential Pad Site Development Area (and in no event shall any of the parking spaces located outside of the Potential Pad Site Development Area be used to meet any such parking requirements), and (iv) during the course of construction of the Outbuilding and related improvements (collectively, "**Outbuilding Construction**"), Landlord shall use its best efforts to avoid interference with Tenant's business operations and Outbuilding Construction shall not (a) interfere with Tenant's use of the Common Areas (except within the Potential Pad Site Development Area) and/or Tenant's access (internally to the Premises and truck access to Tenant's loading area, as well as from the surrounding streets to the Shopping Center via currently existing points of ingress and egress, which access points shall all remain open and unencumbered during the Outbuilding Construction), or (b) interfere with or reduce parking within the Shopping Center (except for the parking located within the Potential Pad Site Development Area) and Landlord shall maintain all other existing parking areas and drive lanes open and accessible and in clean and good operating condition during the Outbuilding Construction. Landlord shall erect such fences or barricades as may be appropriate or required to ensure the safety of Tenant, its employees, customers and invitees during Outbuilding Construction (and Landlord shall remove such fences/barricades promptly upon completion thereof). The construction workers performing the Outbuilding Construction shall not be permitted to park within areas of the Shopping Center outside of the Potential Pad Site Development Area, nor shall any equipment or materials associated with the Outbuilding Construction be permitted to be parked, staged or stored within the Shopping Center (other than, to the extent required, within the Potential Pad Site Development Area and properly screened). If, during Outbuilding Construction, it is necessary to cause any utility interruptions to the Premises, all such interruptions shall occur during Tenant's non-operational hours (and only after Landlord provides Tenant with a minimum of two (2) business days' notice that a utility interruption may occur).

5. **Prohibited Shopping Center Uses.** Landlord agrees and covenants to Tenant that, following the Lease Effective Date, Landlord shall not enter into any leases or other occupancy agreements (and to the extent Landlord has consent rights, it shall not approve a change of use, sublease or assignment if Landlord has the right to withhold such consent or approval under the applicable lease) for any space in the portion of the Shopping Center designated on Lease **Exhibit "A"** as "**Restricted Area**" with any tenant, subtenant, assignee or other entity which will have the right to use any such space for any of the following uses: (i) a training or education facility (including, but not limited to, a beauty school, barber college, reading room, or other place of instruction catering primarily to students rather than to customers, but not including tutoring or uses that are not primarily classroom uses such as Kumon Math & Reading, Mathnasium, C2 Education or any other like uses, but expressly precluding and prohibiting learning centers which provide instruction to students on a classroom basis (such as but not limited to Stanley Kaplan and Princeton Review)), or (ii) a car wash, gas station, automobile repair shop, or any business servicing motor vehicles (but not precluding the retail sale of auto parts), or (iii) a health spa, gym, exercise facility or other similar business, provided that for purposes of clarification this restriction shall not pertain to karate, martial arts, dance or other similar studios, or (iv) a sit-down restaurant (which for purposes of this Lease means a restaurant in which orders are taken at a customer's table with waiter service to primarily serve meals for onsite consumption), or (v) a place of religious worship, provided, however, that the immediately foregoing restriction shall not prohibit the operation of not more than one (1) yoga, meditation and/or relaxation studio which occupies not more than 2,000 square feet, or (vi) a movie theater, or (vii) a grocery store or supermarket, except that (a) the foregoing restriction shall not prohibit the currently existing Macey's supermarket in the location shown on Lease **Exhibit "A"** and (b) Landlord shall be permitted to replace the currently existing Macey's space with another grocery store or supermarket in the same location, at no greater size except that an expansion to the north shall be permitted provided that said expansion is no greater than ten percent (10%) of the current Macey's square footage, and the front door entrance is no closer to the Premises than the current front door entrance of Macey's, and such replacement grocery store (to the extent that it occupies not less than ninety percent (90%) of the current Macey's square footage) shall not be subject to Tenant's Exclusive Use Right (defined below), or (viii) an entertainment, amusement or recreational facility (e.g., bowling alley, skating rink, arcade, trampoline park, laser-tag, bingo hall, indoor playground, etc.), or (ix) any non-retail use, except that Landlord shall be permitted to lease not more than 9,000 square feet of space in the aggregate to Accepted Office Users, so long as no such Accepted Office User occupies more than 3,000 square feet [with the term "**Accepted Office Users**" being businesses like title company offices, insurance offices, real estate offices, dentist offices, optometrist offices, etc., of the type commonly found in similar shopping centers in the Tooele, UT market area, and which otherwise are of the type that typically have daily visits by patrons/customers vs. traditional office], provided that any use by the tenant (or its subtenant or licensee) under the current lease for the Macey's space shall not count against the square footage limitations set forth in this clause (ix) on Landlord's leasing rights, or (x) any use/operation that requires more than four (4) parking spaces per one thousand (1,000) square feet of rentable space in order to obtain a certificate of occupancy (or other applicable certificate which permits the user to open and operate its business at the applicable

location within the Shopping Center). The provisions set forth in Lease Paragraph 14.2 shall run with the land comprising the Shopping Center for the Term of this Lease. Notwithstanding the foregoing, Lease Paragraph 14.2 shall not prohibit a tenant (its successors, assigns and subtenants) under a lease existing on the Lease Effective Date (and any renewals or extensions thereof) from using space occupied by it for any use permitted under such tenant's lease as of the Lease Effective Date nor prohibit the replacement of a tenant existing as of the Lease Effective Date with a tenant located in the same space (or in a space further away from the Premises but no greater sized space) and operating the same use as operated as of the date hereof (for purposes of clarification, any restaurant use shall be considered the same use as a prior restaurant regardless of the type or menu of such restaurant); provided, however, if any such tenant's lease requires Landlord's consent before such tenant may change its use and/or expand or relocate its premises in violation of Lease Paragraph 14.2, Landlord agrees to withhold such consent (to the extent the same shall not constitute a default by Landlord under such tenant's lease). Tenant agrees that the Premises shall not be used for any of the prohibited purposes set forth in Lease Paragraph 14.2 that are applicable to the Restricted Area or for any of the uses set forth in Lease Exhibit "E" or Lease Exhibit "E-1".

6. Landlord and Tenant further acknowledge and affirm that this Memorandum of Lease is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum of Lease shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum of Lease and the Lease, the Lease shall control.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES APPEAR ON FOLLOWING PAGES**

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

TENANT:

HARBOR FREIGHT TOOLS USA, INC.  
a Delaware corporation

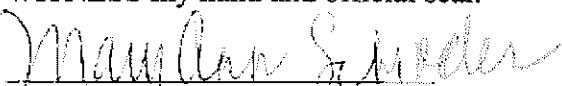
By:   
Name: William Feiler  
Title: Senior Vice President, Real Estate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA   )  
                                      ) ss.  
COUNTY OF LOS ANGELES)

On April 17, 2020, before me, Mary Ann Schroeder, a Notary Public, personally appeared **William Feiler**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
  
Signature of Notary Public



LANDLORD:

CCA-TOOELE TOWNE CENTER, LLC,  
a Delaware limited liability company

By: CCA Acquisition Company, LLC,  
a California limited liability company,  
its Managing Member

By: [Signature]  
Name: Steven Usdler  
Title: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**SEE ATTACHED  
CA CERTIFICATE**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

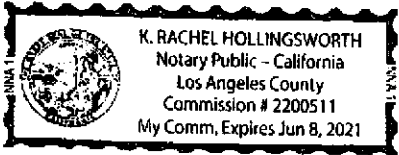
On APRIL 20, 2020 before me, K. RACHEL HOLLINGSWORTH, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*

personally appeared STEVEN USDAN  
*Name of Signer*

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: *K. Rachel Hollingsworth*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



EXHIBIT "A"  
LEGAL DESCRIPTION

APN's:

- Parcel 1: 15-038-0-0001
- Parcel 3: 13-073-0-0004
- Parcel 4: 13-098-0-0002
- Parcel 5: 13-073-0-0007
- Parcel 6: 16-033-0-0001
- Parcel 7: 15-038-0-0004

That certain real property located in Tooele County, Utah, and more particularly described as follows:

**PARCEL 1.**

All of Lot 1, TOOELE TOWN CENTER NO. 3, according to the official plat thereof, filed in the office of the Tooele County Recorder on March 21, 2005 in Plat Book 15 at Page 38 and as Entry No. 237631 in Book 1010 at Page 54.

**PARCEL 2:**

All of Lot 4, TOOELE TOWN CENTER, according to the official plat thereof, filed in the office of the Tooele County Recorder on August 14, 2000 in Plat Book 13 at Page 73 and as Entry No. 151216 in Book 634 at Page 449.

**PARCEL 3:**

All of Lot 2, TOOELE TOWN CENTER NO. 2, according to the official plat thereof, filed in the office of the Tooele County Recorder on March 22, 2001 in Plat Book 13 at Page 98 and as Entry No. 160861 in Book 668 at Page 692.

**PARCEL 4.**

All of Lot 7, TOOELE TOWN CENTER, according to the official plat thereof, filed in the office of the Tooele County Recorder on August 14, 2000 in Plat Book 13 at Page 73 and as Entry No. 151216 in Book 634 at Page 449.

**PARCEL 5.**

All of Lot 1, TOOELE TOWN CENTER NO. 4, according to the official plat thereof, filed in the office of the Tooele County Recorder on February 9, 2007 in Plat Book 16 at Page 33 and as Entry No. 277812.

**PARCEL 6:**

All of Lot 4, TOOELE TOWN CENTER NO. 3, according to the official plat thereof, filed in the office of the Tooele County Recorder on March 21, 2005 in Plat Book 15 at Page 38 and as Entry No. 237631 in Book 1010 at Page 54.

**PARCEL 7:**

The common easements as shown in that Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement recorded December 16, 1999 as Entry No. 141401 in Book 602 at Page 330 and as amended by that certain First Amendment to Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement recorded April 9, 2003 as Entry No. 199553 in Book 838 at Page 871 and Second Amendment to Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement recorded May 17, 2004 as Entry No. 223299 in Book 845 at Page 261 of official records.

**“This document filed for record by Republic Title of Texas, Inc. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. No liability is assumed hereby.”**