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E# 3125910 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
12-Feb-21 0835 AM FEE \$40.00 DEP PC
REC FOR: THOMPSON COBURN LLP - ST. LOUIS
ELECTRONICALLY RECORDED

This instrument was prepared out of state.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Carl's Jr. Restaurants LLC
Two Franklin Park
6700 Tower Circle, Suite 1000
Franklin, Tennessee 37067
Attn: Real Estate Asset Management

Space above for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of February 8, 2021 ("Effective Date"), by and between **CARL'S JR. RESTAURANTS LLC**, a Delaware limited liability company, having an address of Two Franklin Park, 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067 ("Landlord"), and **CJ EAST, LLC**, an Idaho limited liability company, having a mailing address of 13601 W. McMillian Road, Suite 102, PMB 354, Boise, Idaho 83713 and ("Tenant") with respect to the Premises (as defined below).

WHEREAS, Landlord and Tenant are parties to an unrecorded Lease Agreement, dated February 1, 2021 (the "Lease"), pursuant to which Tenant leases from Landlord that certain real property located in the City of Ogden, State of Utah, as more particularly described in Exhibit A attached hereto and incorporated by reference (the "Premises"). Capitalized terms used herein and not otherwise defined shall have the meaning given in the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises pursuant to the Lease, and all rights, privileges and easements appurtenant thereto, at the rental and upon all of the terms and conditions set forth in the Lease, which Lease is incorporated herein by this reference. Terms used, but not defined, herein shall have the same meaning as set forth in the Lease.

2. Notice of Lease. Landlord and Tenant desire to provide notice of the Lease.

3. Term. Subject to the terms and conditions contained in the Lease, the Premises are leased for a Term of twenty (20) years, with four (4) consecutive five (5) year options to extend the Term.

4. Miscellaneous. This Memorandum does not amend, alter or otherwise change the provisions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and control. All provisions of this Memorandum, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants and subtenants of the parties.

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EXHIBIT "A"

All of Parcel 5 of Ogden Fred Meyer Subdivision, a Subdivision being a part of the North 1/2 of Section 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah.

Tax Parcel Number: 12-156-0003 _____