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Book - 11257 Pg - 207-213
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 7 P.

When Recorded, Return to:)
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)
TOG Kona Grill Riverton, LLC)
c/o STK Dallas II, LLC)
1624 Market Street, Suite 311)
Denver, CO 80202-1518)
Attention: Chief Executive Officer)

21591644HM
Tax ID: 27-31-376-001

Space above this line for Recorder's use only

^{30th} THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of September 30, 2021, by and between RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company ("Landlord") and TOG KONA GRILL RIVERTON, LLC, a Delaware limited liability company ("Tenant").

RECITALS

- A. Landlord is the owner of that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Landlord's Parcel").
- B. Landlord's Parcel is a portion of that certain commercial retail center currently known as "Mountain View Village", situated in the City of Riverton, County of Salt Lake, State of Utah ("Shopping Center").
- C. On September ^{30th}, 2021, Landlord and Tenant entered into an unrecorded written lease agreement ("Lease") for those certain premises located within a portion of Landlord's Parcel, as particularly set forth in the Lease and depicted on Exhibit B attached hereto and incorporated herein by this reference ("Premises").
- D. The parties desire to place their interests in the Lease as a matter of record.

NOW, THEREFORE, the parties represent as follows:

- 1. The term of the Lease will be ten (10) Lease Years, as defined in the Lease, commencing on the Rent Commencement Date as determined in accordance with its terms.
- 2. Tenant has the option to renew the Lease for two (2) additional periods of five (5) Lease Years each.
- 3. Landlord grants to Tenant nonexclusive easements for utilities, pedestrian and vehicular traffic and parking for the benefit of the Premises over the Common Area(s), subject to the terms and conditions of the Lease.

4. Subject to the terms and conditions of the Lease, Landlord grants to Tenant the following exclusive rights within the Shopping Center:

“Notwithstanding anything to the contrary contained in this Lease, provided (i) Tenant is not in Default, and (ii) Tenant is open and operating a business in the Premises for the Permitted Use, Landlord agrees not to lease or allow (to the extent Landlord has the right to withhold Landlord’s approval under the terms of any such lease and by doing so Landlord shall not be in breach or default under the terms of any such lease) (a) the use of any portion of the Shopping Center designated as the “Exclusive Zone” on the Site Plan as a “Direct Competitor” or as a “PF Chang’s” restaurant, or (b) the use of any portion of the Shopping Center outside of the area designated as the “Exclusive Zone” on the Site Plan as a “PF Chang’s” restaurant during the first three (3) Lease Years. A Direct Competitor is hereby defined as a full-service, sit-down restaurant with more than twenty-five percent (25%) of the menu items consisting of sushi.

Notwithstanding anything to the contrary in the foregoing, this provision shall not be applicable to any Major Tenants nor any tenants in the Shopping Center, their successors and assigns, who currently have leases in effect which permit such tenants, their successors or assigns, to operate a Direct Competitor.”

The “Exclusive Zone” referenced in this Section 4 is depicted on Exhibit B attached hereto and incorporated herein by this reference.

5. Subject to the terms and conditions of the Lease, Landlord grants to Tenant the following protections in the Common Areas of the Shopping Center:

“Notwithstanding anything to the contrary contained in the Lease, Landlord shall not make or allow any changes to the Common Areas (i) within the “Tenant’s Protected Area” depicted on the Site Plan that materially and adversely affect the visibility or access to the Premises, or (ii) that reduce the parking below legally permitted levels (collectively, the “Tenant Protections”).”

The “Tenant’s Protected Area” referenced in this Section 5 is depicted on Exhibit B attached hereto and incorporated herein by this reference.

6. Notwithstanding anything to the contrary contained in this Memorandum of Lease, should there be any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

7. At the expiration or earlier termination of this Lease, Tenant will execute and return to Landlord for recording, a quitclaim deed or other instrument quitclaiming and releasing to Landlord all of Tenant’s interest in and to the Premises as provided herein.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Memorandum of Lease as of the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

RIVERTON CENTERCAL 2, LLC,
a Delaware limited liability company

By: CenterCal, LLC,
a Delaware limited liability company,
its sole member

By: CenterCal Associates, LLC,
a Delaware limited liability company,
its Manager

By: [Signature]

Name: Scott Demuth

Its: OP & General Counsel

~~_____~~

~~By: _____~~

~~Name: _____~~

~~Its: _____~~

WITNESS/ATTEST:

TENANT:

TOG KONA GRILL RIVERTON, LLC, a Delaware limited liability company

[Signature]

By: [Signature]

Name: EMANUEL P.N. HILARIO

Title: President & CEO

[LANDLORD ACKNOWLEDGEMENT]

CALIFORNIA 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.

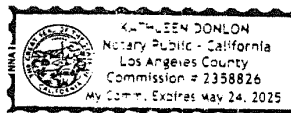
State of California }
County of LOS ANGELES }
SS

On OCTOBER 8, 2021 before me, KATHLEEN DONLON, Notary Public, personally appeared, SEAN DENNISON, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathleen Donlon
Signature
(seal)



CALIFORNIA CIVIL CODE §1189

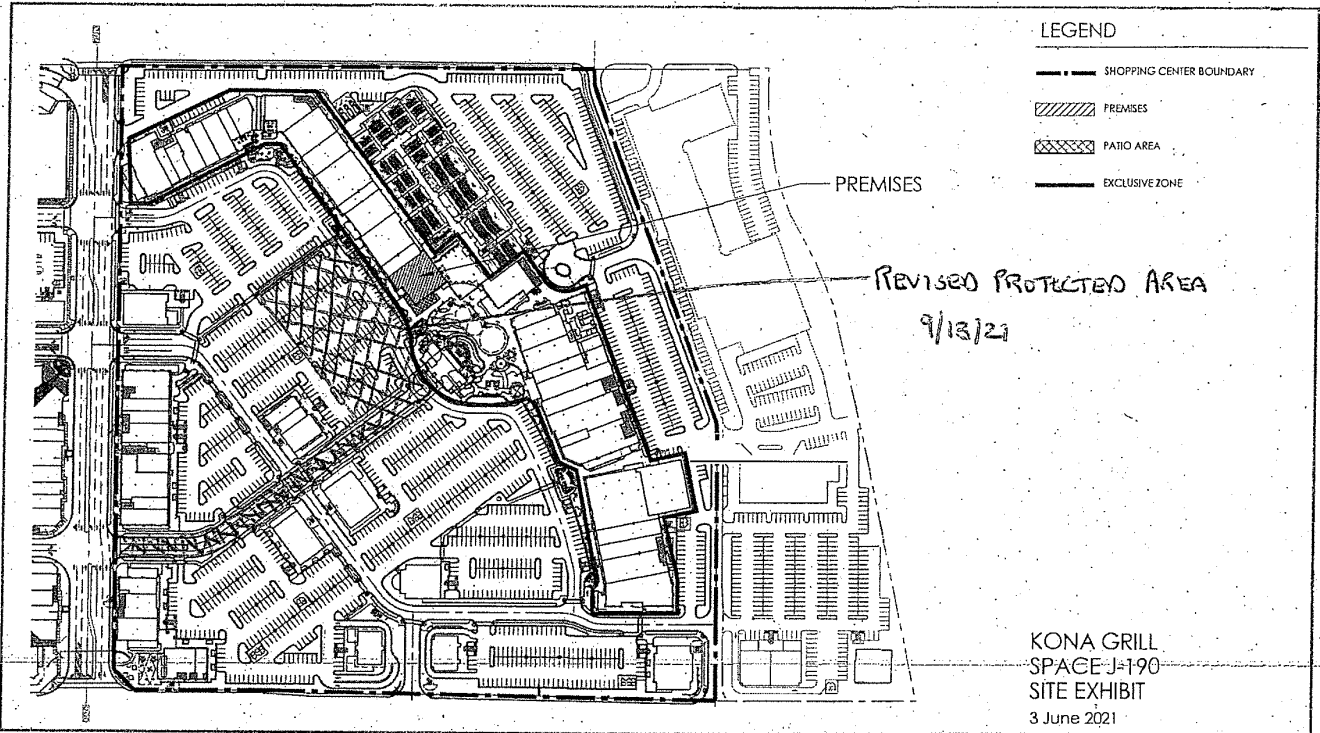
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Exhibit A

Parcel 1: (Mountain View Village Phase 2)

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°34'03" East, along the section line, 1916.92 feet and North 00°25'57" East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°34'50" East 167.70 feet to a point on a 100.00 foot radius curve to the left; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 05°56'24" West 59.05 feet to a point on a 100.00 foot radius curve to the right; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 00°34'50" East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 990.27 feet to a point on a 29.50 foot non-tangent radius curve to the left; thence southwesterly 24.18 feet along said curve, through a central angle of 46°57'13", (chord bears South 23°59'12" West 23.50 feet); thence South 00°30'35" West 90.73 feet to a point on a 153.00 foot curve to the left; thence southeasterly 53.93 feet along the said curve, through a central angle of 20°11'45", (chord bears South 09°35'17" East 53.65 feet); thence South 19°41'10" East 46.06 feet; thence South 20°12'44" East 489.99 feet to a point on a 195.00 foot radius curve to the right; thence southeasterly 70.49 feet along said curve, through a central angle of 20°42'40", (chord bears South 09°51'24" East 70.10 feet); thence South 00°29'56" West 261.30 feet; thence South 03°25'00" East 43.93 feet; thence South 00°29'56" West 161.88 feet to a point on a 30.00 foot radius curve to the left; thence southeasterly 28.99 feet along said curve, through a central angle of 55°21'34", (chord bears South 27°10'51" East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following seven (7) courses: (1) North 88°17'31" West 485.69 feet, (2) North 89°33'54" West 325.00 feet, (3) North 85°45'03" West 97.72 feet, (4) North 89°33'54" West 244.87 feet, (5) North 44°07'42" West 55.55 feet, (6) North 00°11'47" West 35.07 feet, (7) South 89°48'13" West 9.22 feet to the Point of Beginning.

Exhibit B - Site-Plan and Tenant Protected Area



- LEGEND
- SHOPPING CENTER BOUNDARY
 - ▨ PREMISES
 - ▩ PATIO AREA
 - EXCLUSIVE ZONE

KONA GRILL
SPACE J-190
SITE EXHIBIT
3 June 2021

SCALE: NOT TO SCALE



DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE ALL INFORMATION AND GRAPHIC REPRESENTATION CONTAINED ON THIS DRAWING IS PRELIMINARY AND SUBJECT TO CHANGE. EXCEPT AS EXPRESSLY SET FORTH BY THE LEASE, NO REPRESENTATION OR WARRANTY IS MADE BY THE ARCHITECT OR ANY OTHER PARTY AS TO THE ACCURACY OR ADEQUACY OF ANY INFORMATION OR ANY OTHER REFERENCE HEREIN OR ANY OTHER.



MOUNTAIN VIEW VILLAGE

PHASE II
RIVERTON, UTAH