

10-23
 \$61

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

The Cheesecake Factory Restaurants, Inc.
 26901 Malibu Hills Road
 Calabasas Hills, California 91301
 Attn: General Counsel

11226301

08/11/2011 12:37 PM \$61.00
 Book - 9942 Pg - 5451-5460
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 CHEESECAKE FACTORY
 26901 MALIBU HILLS RD
 AGOURA CA 91301
 BY: ZJM, DEPUTY - MA 10 P.

MEMORANDUM of LEASE

1. **Parties.** This Memorandum of Lease ("Memorandum"), dated for identification purposes only, June 28, 2011, is entered into by and between **City Creek Center Associates LLC**, a Delaware limited liability company, whose address is 200 East Long Lake Road, PO Box 200, Bloomfield Hills, Michigan 48303-0200, as "Landlord," and **The Cheesecake Factory Restaurants Inc.**, a California corporation, whose address is 26901 Malibu Hills Road, Calabasas Hills, California 91301, as "Tenant."
2. **Recitals.**
 - (a) Landlord is the tenant under that certain Retail Center Airspace Lease dated December 4, 2008 covering certain property more particularly described on Exhibit "A" attached hereto ("Shopping Center"). The Shopping Center is or will be improved with, among other things, a retail shopping center.
 - (b) Tenant desires to lease space in a portion of the Shopping Center, consisting of approximately 11,971 square feet marked as Store No. 150, and an adjoining approximately 1,680 square feet patio area, and related improvements, as depicted on the site plan attached hereto as Exhibit "B" ("Premises").
 - (c) In consideration of the recitals contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:
3. **Grant of Lease.** Landlord leases to Tenant and Tenant leases from Landlord the Premises and all easements, rights and privileges appurtenant thereto, in accordance with the provisions of that certain unrecorded Lease dated June 28, 2011 between Landlord and Tenant ("Lease"), including all rights of ingress and egress through and over the common areas of the Shopping Center designated for such purpose. A full and complete copy of the Lease is available at the offices of Tenant specified above.
4. **Term of Lease.** The initial term of the Lease commences on the "commencement date" as defined in Section 1.02 of the Lease and, unless sooner terminated or extended pursuant to the terms thereof, shall expire on the January 31st next succeeding 240 full calendar months after the commencement date (currently estimated to be January 31, 2033).

BK 9942 PG 5451

5. **Option to Extend.** The Lease provides that Tenant shall have one (1) option to extend the term of the Lease for a period of five (5) years, subject to the terms and conditions of the Lease.

6. **Exclusive.** The Lease provides for certain use restrictions in favor of Tenant in the Shopping Center, more particularly described on Exhibit "C" hereto.

7. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation only, in order to give record notice of the Lease, including but not limited to the terms specifically described herein. This Memorandum does not modify the terms and provisions of the Lease, and in the event of any inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the Lease, the terms and provisions of the Lease shall control.

8. **Successors and Assigns.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.


9. **Exhibits.** All exhibits attached hereto are incorporated herein by this reference.

The parties have executed this Memorandum as of the date set forth opposite their signatures below.

"Landlord"

City Creek Center Associates LLC
a Delaware limited liability company

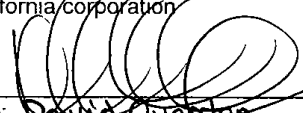
Executed this 21st day of
June, 2011

By: 
Its: AUTHORIZED SIGNATORY

"Tenant"

The Cheesecake Factory Restaurants, Inc.
a California corporation

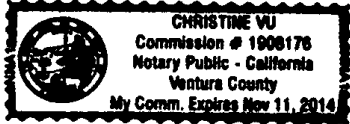
Executed this 22 day of
June, 2011

By: 
Name: David Overton
Title: President

State of California)
)ss.
County of Los Angeles)

On June 22, 2011, before me, Christine Vu, Notary Public, personally appeared David Overton who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

Christine Vu
Notary Public

(Seal above)

STATE OF Michigan)
)ss.
COUNTY OF Oakland)

On June 28, 2011, before me, Dawn Fisher, a Notary Public, personally appeared Steven Lee, personally known to me (or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Dawn Fisher

(Seal)

DAWN MARIE FISHER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 26, 2012
NOTARY IN COUNTY OF

PROPERTY DESCRIPTION

Retail Center Airspace Lease
Exhibit A, Part 1A
Block 75 Fee Property

BLOCK 75 FEE PROPERTY: 12-8-09

BEGINNING AT A POINT N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'16"E ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 59.08 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 30.13 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 270.92 FEET; THENCE S89°57'59"W 185.10 FEET; THENCE S00°09'54"W 60.03 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°56'21"W 70.54 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 327.12 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING AREA 1:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT 6, SAID POINT ALSO BEING S89°59'16"W 253.29 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4336.06 AND BELOW AND RUNNING S00°01'17"W 165.10 FEET; THENCE S89°58'54"W 19.51 FEET; THENCE N00°01'17"E 165.10 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT 6; THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT SIX (6) 19.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE KEY BANK TOWER PARCEL DESCRIBED AS:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 19.01 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°58'36"W 206.12 FEET; THENCE N00°09'53"E 104.04 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 104.03 TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 7 THROUGH 27 OF THE KEY BANK TOWER, FORMERLY KNOWN AS THE BENEFICIAL LIFE TOWER.)

LESS AND EXCEPTING THE FOLLOWING AREAS A, B, C AND D COMPRISING TOGETHER THE KEY BANK LOWER OFFICE PARCEL:

AREA A:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4356.00 TO 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°55'18"W 219.90 FEET; THENCE N00°01'39"W 89.11 FEET; THENCE S89°48'35"E 14.07 FEET; THENCE N00°09'53"E 28.67 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 3 THROUGH 6 OF THE KEY BANK LOWER OFFICE PARCEL.)

AREA B:

BEGINNING N00°09'53"E 21.83 FEET AND WEST 77.54 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET; THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48 FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET TO THE POINT OF BEGINNING.

AREA C:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE S89°55'18"W 31.93 FEET; THENCE NORTH 6.44 FEET; THENCE WEST 14.92 FEET; THENCE NORTH 11.29 FEET; THENCE WEST 90.62 FEET; THENCE NORTH 23.85 FEET; THENCE N82°52'30"W 32.00 FEET; THENCE NORTH 8.79 FEET; THENCE WEST 32.63 FEET; THENCE NORTH 9.89 FEET; THENCE EAST 15.46 FEET; THENCE NORTH 12.59 FEET; THENCE EAST 99.80 FEET; THENCE NORTH 40.70 FEET; THENCE N89°58'46"E 86.92 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

AREA D:

BEGINNING AT A POINT THAT IS S00°09'35"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH 11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

Retail Center Airspace Lease
Exhibit A, Part IIA
Block 76 Fee Property

Block 76 Fee Property (10-26-09)

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'41"E 169.65 FEET MORE OR LESS TO A POINT THAT IS PERPENDICULAR TO THE WEST SIDE OF AN EXISTING BUILDING; THENCE ALONG SAID EXISTING BUILDING THE FOLLOWING ELEVEN (11) CALLS, SOUTH 100.08 FEET; N89°59'16"E 8.11 FEET; THENCE SOUTH 8.83 FEET; THENCE WEST 0.65 FEET; THENCE SOUTH 1.76 FEET; THENCE N89°59'16"E 23.53 FEET; THENCE NORTH 1.99 FEET; THENCE WEST 1.00 FEET; THENCE NORTH 8.60 FEET; THENCE N89°59'16"E 29.52 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 2.50 FEET; THENCE N00°08'40"E 88.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E 261.79 FEET; THENCE S00°05'11"E 105.79 FEET; THENCE N89°54'49"E 42.85 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 47.63 FEET; THENCE S89°59'52"W 110.06 FEET; THENCE S00°01'30"E 76.46 FEET; THENCE N89°59'57"E 110.07 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 231.41 FEET; THENCE N89°59'34"W 145.13 FEET; THENCE S00°01'39"E 155.13 FEET; THENCE N89°59'34"W 10.16 FEET; THENCE S00°01'18"E 65.02 FEET; THENCE N89°59'08"W 174.94 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET; THENCE N00°01'22"W 452.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING BOTH OF THE FOLLOWING DESCRIBED TWO PARCELS AT THE SALT LAKE CITY DATUM ELEVATION 4393.80 AND ABOVE.

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT (8) EIGHT SAID POINT BEING S89°59'41"W 166.55 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°05'11"E 105.79 FEET; THENCE S89°54'49"W 16.63 FEET; THENCE N00°05'11"W 105.81 FEET TO THE SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND

THE NORTH LINE OF SAID LOT 8; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE 16.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AND THE EAST LINE OF LOT (8) EIGHT SAID POINT BEING S00°01'48"E 84.80 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°01'48"E 16.68 FEET; THENCE S89°54'49"W 123.60 FEET; THENCE N00°05'11"W 16.68 FEET; THENCE N89°54'49"E 123.62 FEET TO THE SAID WEST RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE EAST LINE OF SAID LOT 8 AND THE POINT OF BEGINNING.

Retail Center Airspace Lease
Exhibit A, Part 1A
Ground Lease Property

The Ground Lease Property includes the following (11-16-09):

Mecham / CCRI Property Legal Description

Beginning at a point which is 132 feet 5 inches South of the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, and running thence West 110 feet to a 14 foot alley; thence South 20.53 feet; thence East 110 feet to Main Street; thence North 20.53 feet to the place of Beginning.

Tribe / CCRI Property Legal Description

Beginning at a point on the West line of Main Street, said point being South 00°01'35" East along said West line 152.943 feet from the Northeast corner of Block 76, Plat "A", Salt Lake City Survey and running thence South 00°01'35" East along said West line 55.80 feet; thence South 89°59'38" West 110.00 feet; thence North 00°01'35" West 55.80 feet; thence North 89°59'38" East 110.00 feet to the point of Beginning.

Basis of Bearing is North 89°58'36" East along the South Temple Street monument line according to the Salt Lake City Atlas Plat.

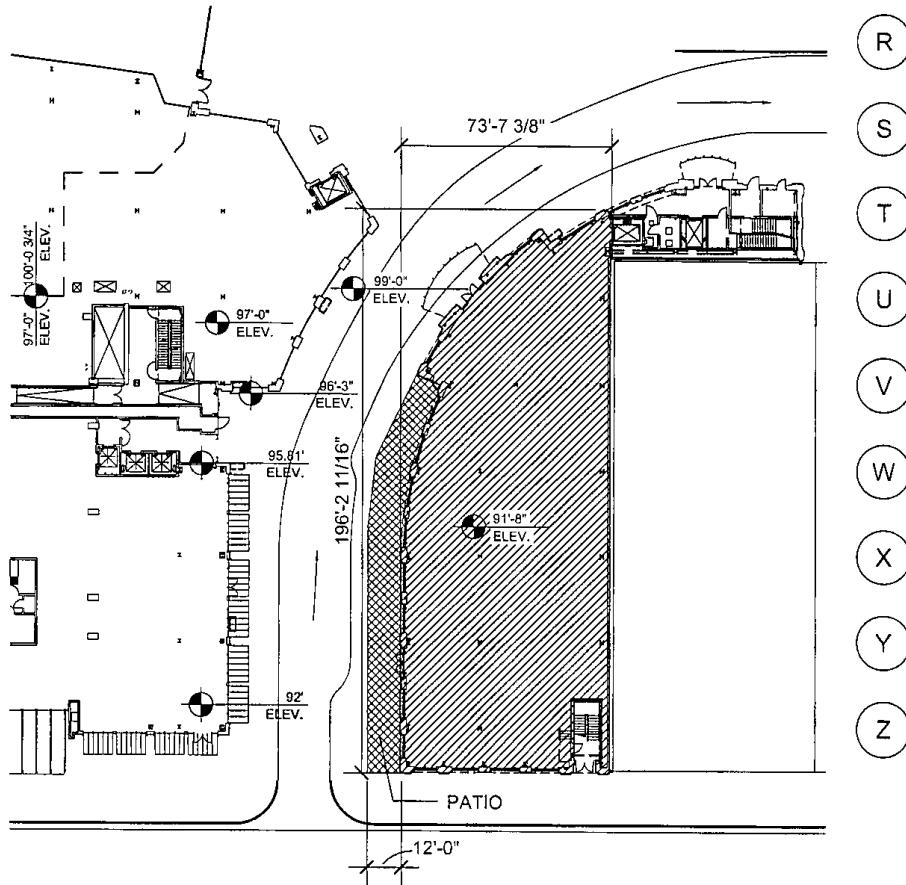
Utah Woolen Mills Property Legal Description

Commencing 162 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plat "A", Salt Lake City Survey, and running thence West 145 feet; thence North 57 feet 1 inch; thence East 145 feet; thence South 57 feet 1 inch to the place of Beginning.

Christiansen Property Legal Description

Commencing 112 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plat "A", Salt Lake City Survey, and running thence North 50 feet; thence West 145 feet; thence South 50 feet; thence East 145 feet to the place of Beginning.

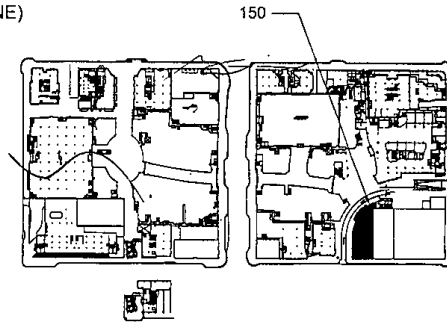
32 33 34 35 36 37 38 39 S.1E



THE CHEESECAKE FACTORY

150	11,971 SF
PATIO	1,680 SF
TOTAL	13,651 SF

(NO MEZZANINE)



LEVEL 1

CITY CREEK CENTER
DATE: 05.09.11

EXHIBIT A
B



EX-39344-1

Exhibit C

Tenant's Exclusive Use; Remedy: From and after the full execution of this Lease, Landlord shall not enter into any lease of premises in the Shopping Center, pursuant to which the tenant thereunder is permitted to operate a Competing Business, and Landlord shall use its best efforts to prevent any such occupant of the Shopping Center from operating a Competing Business (and Landlord shall not permit any existing occupant to operate a Competing Business unless such occupant is already entitled to do so under its lease or occupancy agreement). The term "Competing Business" shall mean a business (i) occupying 4,000 square feet or more whose menu offers at least fifty (50) separate entree and appetizer items (provided, however, that pizza shall count as one item notwithstanding the availability of different toppings, and hamburgers shall count as one item even though served with different toppings such as cheese) and as to which the average food check per person (excluding alcohol, taxes and tips) is more than Twelve Dollars (\$12.00) and less than Twenty Dollars (\$20.00) (such prices to be adjusted as set forth below); or (ii) that offers for sale three (3) or more varieties of cheesecake; or (iii) that offers for sale ten (10) or more different dessert items, whether or not including cheesecake (different kinds of the same dessert item, e.g., different kinds of pie shall count as one item [pie], different flavors of ice cream shall count as one item [ice cream], and different kinds of fruit shall count as one item [fruit], provided, however, that different kinds of cake, e.g., chocolate, carrot, fudge shall each count as a different dessert item).

Notwithstanding the foregoing, the term "Competing Business" shall not apply (i) to any restaurant which specializes in steaks, or seafood, or a single ethnic or regional cuisine such as Japanese, Chinese, Italian, German, Spanish, Cuban, Portuguese, Middle Eastern, French, or Mexican, so long as such restaurant does not violate clause (i), (ii) or (iii) in the immediately preceding paragraph; or (ii) to any restaurant with a fully executed lease of premises in the Shopping Center or regional retail development as of the date of this Lease but only provided that Landlord under such lease has no right to prohibit such restaurant from operating a Competing Business; or (iii) to the renewal or relocation of any restaurant with a fully executed lease of premises in the Shopping Center or regional retail development as of the date of this Lease but only provided that Landlord under such lease has no right to prohibit such restaurant from operating a Competing Business. Each food stand in a food court shall be deemed to be a separate business, even if subject to a master lease or operating agreement. The sale by other tenants, at breakfast, of muffins, danish and other breakfast sweet items shall not be deemed to violate Tenant's Exclusive Use.

The menu prices set forth above shall be adjusted as of January 1, 2012 and as of the beginning of each subsequent calendar year by the net percentage of change between the Base Index and the Index published for the first calendar month of such calendar year. For purposes of the foregoing calculations, the term "Base Index" shall be the Index (as defined in Section 27.20), for January 2012 (or, if the Index is not published for such month, then the Index published for the month closest, but prior, such month). The Index for the first calendar month of any given calendar year, if the Index is not published for such month, shall be the Index published for the month closest, but prior, to the first calendar month of such calendar year.