

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of July 9, 2012, by and between PDC COMMUNITY CENTERS L.L.C., a Delaware limited liability company (hereinafter called "**Landlord**"), and Blazin Wings, Inc., a Minnesota corporation (hereinafter called "**Tenant**"):

#### WITNESSETH:

A. Landlord and Tenant have entered into that certain Lease dated July 9, 2012 ("**Lease**") relating to certain leased premises ("**Premises**") adjacent to and part of a shopping center known as Fort Union Shopping Center ("**Shopping Center**"), situated on certain real property in the City of Midvale, Salt Lake County, Utah, legally described on Exhibit A attached hereto.

B. Landlord and Tenant now wish to memorialize of record that existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, landlord and Tenant agree as follows:

1. Landlord and Tenant have entered in to the Lease effective as of July 9, 2012, to demise and let the Premises upon the terms and conditions more particularly set forth in the Lease.
2. The Lease term shall be for an initial term of one hundred twenty (120) consecutive calendar months commencing on the Rent Commencement Date, as such term is defined in the Lease.
3. Subject to the terms and conditions more particularly set forth in the Lease, Tenant has the option to extend the term of the Lease for four (4) consecutive periods of sixty (60) calendar months each, with the first Renewal Term commencing upon expiration of the Initial Term, and subsequent Renewal Terms commencing upon expiration of the preceding Renewal Term.

4. The Lease contains the following exclusivity provision:

Exclusive/Rent Reduction: Notwithstanding anything contained in this Lease to the contrary, Landlord will prohibit any other space in the Shopping Center from being used as a Competing Business (defined below) for the Restricted Use (as defined below) during the Term. In the event Landlord violates such exclusive then in addition to all rights in law and in equity, Tenant shall have the right to pay Landlord, in lieu of Minimum Rent, a sum equivalent to 50% of the Minimum Rent otherwise due pursuant to Section 4.1 of this Lease for the period of time during which the Competing Business is open and operating in the Shopping Center ("Alternate Rent"). This right shall be exercised upon thirty (30) days prior written notice given to Landlord. "Restricted Use" shall mean the operation of either: (i) a restaurant and/or bar that is a "sports bar" and markets itself to the public as a place for the viewing of sporting events; or (ii) a restaurant or bar which serves as its primary menu item, bone-in or boneless chicken wings with two or more types of sauces (collectively, the "Restricted Use"). A "sports bar" shall mean a restaurant and/or bar which markets itself to the public as a place for the viewing of sporting events with any of the foregoing: (a) four (4) or more televisions, (b) any projection in programming or broadcasting or (c) any screens that exceed 37" diagonal. The term "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Restricted Use, excluding:

(a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease provided, however, Landlord shall not amend a Prior Lease to include the Restricted Use or otherwise consent to the Restricted Use if not otherwise permitted under a Prior Lease.

(b) any "Rogue Tenant" which is defined as any business which engages in the Restricted Use, but is not specifically permitted to do so in its lease and Landlord shall use commercially reasonable efforts to enforce the terms of the Rogue Tenant's lease, provided, however, if a Rogue Tenant continues to engage in the Restricted Use for 180 consecutive days, then Tenant shall have the right to commence to pay Alternate Rent until the Rogue Tenant ceases engaging in the Restricted Use.

This Section 10 shall automatically become null and void if:

(a) Tenant is in default under this Lease beyond applicable notice and cure periods and as a result thereof, this Lease or Tenant's right to possession has been terminated;

(b) Tenant assigns its rights under this Lease in whole or in part or sublets all or any portion of the Premises in violation of this Lease;

(c) the Premises cease to be used for the Restricted Use by Tenant for at least 180 consecutive days (excluding closures for casualty or condemnation); or

(d) Tenant is not occupying the Premises for at least 180 consecutive days (excluding closures for casualty or condemnation).

Notwithstanding anything in this Section 10 to the contrary, "Competing Businesses" include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Paradocks East Coast Grille, Raising Canes, Cheddar's Casual Café, The Green Turtle, Brick House Tavern & Tap, Tilted Kilt Pub & Eatery, Show Me's, East Coast Wings & Grill, AJ Gators Sports Bar & Grill, Gator's Sports Bar & Grill, BJ's Restaurant and Brewhouse, Quaker Steak and Lube, Wing Nuts and Iggies Sports Grill.

Except as otherwise indicated herein, capitalized terms used in this Memorandum are defined as set forth in the Lease.

5. The sole purpose of this instrument is to give notice of said Lease and all of its terms, covenants, and conditions to the same extent as if said Lease were set forth herein.

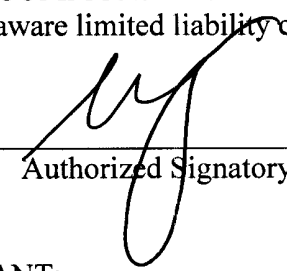
6. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of any conflict between the terms and conditions of this instrument and the term and conditions of the Lease, it is agreed that the terms and conditions of the Lease shall control.

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

LANDLORD:

PDC COMMUNITY CENTERS L.L.C.,  
a Delaware limited liability company

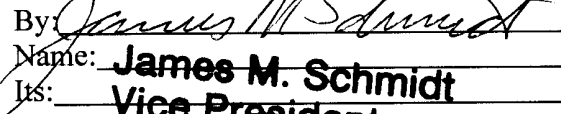
Date of Signing: July 9, 2012

By:   
Authorized Signatory

TENANT:

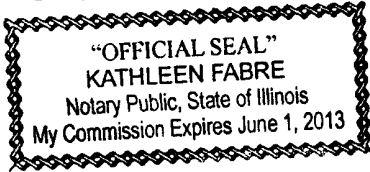
Blazin Wings, Inc.,  
a Minnesota corporation

Date of Signing: July 6, 2012

By:   
Name: James M. Schmidt  
Its: Vice President

STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

The foregoing Lease was acknowledged before me this 9th day of July, 2012, by Marvin J. Levine, the Authorized Signatory of PDC COMMUNITY CENTERS L.L.C., a Delaware limited liability company, on behalf of the limited liability company.



Kathleen Fabre  
Notary Public

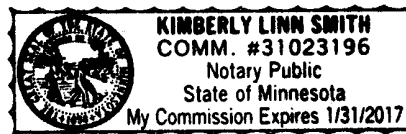
STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF HENNEPIN )

The foregoing Lease was acknowledged before me this 6th day of July, 2012, by James H. Schmidt, the Vice President of Blazin Wings, Inc., a Minnesota corporation, on behalf of the corporation.

James H. Schmidt  
Notary Public

This instrument was prepared by:

Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402-1425



**EXHIBIT A**  
**To Memorandum of Lease**  
**Legal Description**

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**EXHIBIT A**  
**To Memorandum of Lease**

**Legal Description**

A part of the Northwest Quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point 244.78 feet South 89°52'23" West along the Section Line; and 150.00 feet South 0°07'37" East from the North Quarter Corner of said Section 29; and running thence South 0°13'44" East 91.50 feet; thence South 89°46'16" West 139.00 feet; thence North 0°13'44" West 91.50 feet; thence North 89°46'16" East 139.00 feet to the point of beginning.

**Contains 12,718 sq. ft. or 0.292 acre**

PT 22-29-128-007