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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ARNALL GOLDEN & GREGORY LLP
171 17TH NW ST
ATLANTA GA 30363
BY: MBA, DEPUTY - MA 6 P.

After recording, please return to:
Arnall Golden Gregory LLP
Attention: Scott M. Shuman, Esq.
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

MEMORANDUM OF LEASE

STATE OF UTAH

COUNTY OF SALT LAKE

This MEMORANDUM OF LEASE (this "**Memorandum**"), dated as of May 16, 2018, is by and between ST MALL OWNER, LLC, a Delaware limited liability company, having an office at 100 N. Pacific Coast Highway., Suite 1925, El Segundo, California 90245 ("**Landlord**") and W.K.S. HOLDINGS CORPORATION, a California corporation, having an office at 2735 Carson St., Lakewood, CA 90712 ("**Tenant**").

Landlord and Tenant hereby acknowledge the following:

1. Lease. Landlord and Tenant have entered into that certain Lease, dated May 18, 2017 (the "**Lease**"), whereby Landlord leased to Tenant that certain parcel containing approximately 73,578 square feet (the "**Premises**") located at 10590 South State Street, Sandy, Utah 84070 and 48 W. 10600 S. Sandy, UT 84070, and which is described in Exhibit A attached hereto, within the development known as "The Shops at South Town" (the "**Shopping Center**").
2. Term. The initial term of the Lease shall commence on November 1, 2018 and shall continue for an initial term that expires at 11:59 p.m. on December 31, 2038 (the "**Term**").
3. Extension Options. Tenant has Four (4) options to extend the Term for a period of Ten (10) years each, which, if each were exercised by Tenant, would extend the Term through December 31, 2078, i.e., the sixtieth (60th) anniversary of the Rent Commencement Date, on which date said Term would expire.

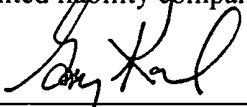
4. Exclusive Use. So long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, and is open and operating as required under the Lease in accordance with the Permitted Uses set forth therein, Landlord will not sell, lease, license or sublease, or otherwise permit operation of any property owned by Landlord in the portion of the Shopping Center depicted as the "Exclusive Zone" on Exhibit B attached hereto to any tenant, user, occupant or buyer for the "primary sale" (i.e., thirty percent (30%) or more of food sales) of either doughnuts or chicken entrees ("**Tenant's Exclusive Use**"); provided, however, the foregoing covenant shall not apply (a) to any tenant or occupant in the Exclusive Zone entitled to possession under a lease or occupancy agreement which is in place as of the Effective Date (an "**Existing Tenant**"), or (b) to full-service restaurants occupying more than five thousand (5,000) square feet of floor area.
5. Notices. Notices shall be given to the parties to the Lease in writing by a recognized national overnight courier such as Federal Express with postage prepaid to the following addresses: if addressed to Landlord, to: ST Mall Owner, LLC, a Delaware limited liability company, having an office at 100 N. Pacific Coast Highway, Suite 1925, El Segundo, California 90245, Attn: Managing Principal; with a copy to: ST Mall Owner, LLC, c/o South Towne Mall Management Office, 10450 South State Street, Sandy, Utah 84070 and, if addressed to Tenant, to: W.K.S. Holdings Corporation, 2735 Carson St., Lakewood, CA 90712, Attn: Real Estate Department.
6. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the provisions of the Lease shall control.
7. Constructive Notice. This Memorandum has been executed and recorded as constructive notice of the Lease in lieu of recording the Lease itself. This Memorandum is not intended to modify, limit, or otherwise alter the terms, conditions, or provisions of the Lease. This Memorandum may be removed of record by either party upon the expiration or earlier termination of the Lease.
8. Effect. The Lease shall remain unchanged and in full force and effect. All capitalized terms contained in this Memorandum and not otherwise defined herein shall, for the purposes hereof, have the same meanings ascribed to them in the Lease.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LANDLORD:

ST MALL OWNER, LLC,
a Delaware limited liability company

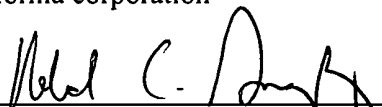
By: 

Name: GARY KARL

Its: AUTHORIZED SIGNATORY

TENANT:

W.K.S. HOLDINGS CORPORATION,
a California corporation


By: 

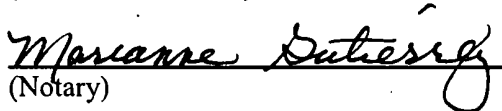
Name: Roland Spongberg

Its: President

Signed, sealed, and delivered this 16th
day of MAY, 2018, in the presence of:

[See attached California notary form]


(Unofficial Witness)


(Notary)

[NOTARY SEAL]

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

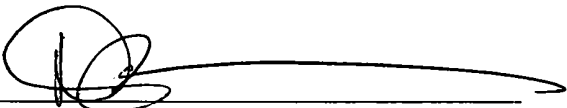
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On MAY 11, 2018, before me, DEBORAH PELLEGRINO, Notary Public, personally appeared ROLANDO SPONGBERG, 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.



Signature of Notary Public

(Notary Seal)

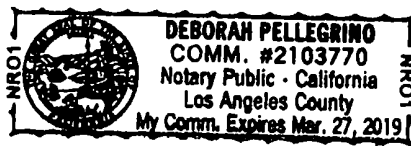


EXHIBIT A
LEGAL DESCRIPTION

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°01'50" EAST 2599.00 FEET ALONG THE MONUMENT LINE OF STATE STREET BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF 10600 SOUTH AND 10200 SOUTH STREETS), SAID EAST QUARTER CORNER OF SECTION 13 BEING NORTH 87°49'05" WEST, 135.08 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10600 SOUTH AND STATE STREET, THENCE SOUTH 87°49'05" EAST 51.76 FEET ALONG SAID MONUMENT LINE; THENCE NORTH 59.80 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF 10600 SOUTH STREET AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°35'00" WEST ALONG THE SAID NORTH RIGHT OF WAY LINE FOR 5.42 FEET TO THE BEGINNING OF A 7610.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 333.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°30'33" TO A POINT ON A 24.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 14.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°54'00"; THENCE NORTH 0°00'34" EAST 180.75 FEET; THENCE NORTH 89°58'10" EAST 368.71 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF STATE STREET; THENCE SOUTH 0°01'50" EAST 173.37 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°58'10" WEST 6.5 FEET; THENCE SOUTH 0°01'43" EAST 10.82 FEET; THENCE SOUTH 45°11'14" WEST FOR 28.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 73,578 SQUARE FEET OR 1.689 ACRES

Parcel # 27-13-227-014 - 0000

EXHIBIT B
TENANT'S EXCLUSIVE ZONE

