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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 13 P.

**RECORDING REQUESTED BY AND  
AFTER RECORDING, RETURN TO:**

Tracey B. Grinestaff, Esq.  
Darden Restaurants, Inc.  
1000 Darden Center Drive  
Orlando, FL 32837

Part of Parcel ID: 16-06-106-004

**MEMORANDUM OF LEASE AGREEMENT**

**THIS MEMORANDUM OF LEASE AGREEMENT** (this “**Memorandum**”) is made and entered into by and between City Creek Center Associates, LLC, a Delaware limited liability company, (“**Landlord**”), and Capital Grille Holdings, Inc., a North Carolina corporation (“**Tenant**”).

**R E C I T A L S :**

**WHEREAS**, on December 31, 2020, Landlord and Tenant entered into a written lease agreement (“**Lease**”) for ground floor retail store space, having an irregular shape and consisting of approximately seven thousand one hundred forty-five (7,145) square feet of floor area on the main level, combined with basement floor space of approximately four thousand eight hundred sixty (4,860) square feet of floor area (collectively, the “**Leased Premises**”) in a commercial building at 40 East 100 South Street, Salt Lake City, Utah (“**Building**”). The Leased Premises are depicted on Exhibit A, and more particularly described on Exhibit A-1.

**WHEREAS**, pursuant to the terms and conditions of the Lease, Tenant has certain rights to use certain areas outside of the Leased Premises exclusively and in common with others, as further defined in the Lease.

**WHEREAS**, Landlord and Tenant desire to disclose to the general public their respective interests in and to the Lease, the Leased Premises, portions of the Building, and certain obligations under the Lease by recording this Memorandum in the official public records of Salt Lake County, Utah.

**A G R E E M E N T S :**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. The “**Term**” of the Lease will commence on the Commencement Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the tenth (10th) Lease Year (as defined in the Lease) after the Commencement Date (as defined in the Lease).

2. Tenant has the right and option to renew and extend the Term for three (3) successive periods of five (5) Lease Years each.

3. The following restriction applies to Building and to the spaces leased and occupied as of the date of this Memorandum to Brio Tuscan Grille, Cheesecake Factory, and CoreLife Eatery, which spaces are depicted on Exhibit B (the “Restricted Spaces”):

So long as (i) no event of default under this Lease has occurred and continues to occur beyond the applicable cure period and (ii) the primary emphasis of Tenant’s menu offerings for the Leased Premises is beef steak (“steak”), (iii) Tenant initially opens as a The Capital Grille restaurant and thereafter continues to operate its business as a The Capital Grille restaurant as required under the terms of the Lease, no portion of the Building shall be used as a full service casual or fine dining restaurant with a check average per diner (including alcoholic beverage sales but excluding gratuities and taxes) greater than Thirty and 00/100ths Dollars (\$30.00) (in 2019 U.S. Dollars) and with a menu featuring more than six (6) steak entrees or otherwise featuring steak as its primary emphasis including by way of example but not limitation, Charlie Palmer’s, ’Del Friscos (“Double Eagle” and “Grille” concepts), Fleming’s, Mastro’s, Morton’s, Ruth’s Chris, Smith & Wollensky, Steak 44, The Palm or Outback Steakhouse, then Tenant shall have the remedies as described in the Lease (“**Tenant’s Exclusive Use Restriction**”). As used herein “**featuring**”, “**primary emphasis**” and “**primary menu offering**” shall mean that steaks constitute (or will constitute) at least twenty percent (20%) of entree items listed on the menu (including any limited time offers and/or so-called “specials”) at the subject restaurant. Additionally, so long as Landlord or its affiliates, or an entity controlled by Taubman Companies, or City Creek Center Associates, LLC, its parent company, affiliates or entity in common control with City Creek Center Associates, LLC or CCRI (as defined in the Lease), its parent company, affiliates or entity in common control with CCRI owns the Shopping Center, Tenant’s Exclusive Use Restriction shall also be applicable to: (i) the space leased to and occupied by Brio Tuscan Grille, (ii) the space leased to and occupied by The Cheesecake Factory, and (iii) the space leased to and occupied by CoreLife Eatery, located within the Shopping Center (collectively, the “**Restricted Spaces**”). Notwithstanding anything to the contrary, even if Landlord or its affiliates, or an entity controlled by Taubman Companies, or City Creek Center Associates, LLC, its parent company, affiliates or entity in common control with City Creek Center Associates, LLC, or CCRI, its parent company, affiliates or entity in common control with CCRI no longer owns the entire Shopping Center, the Competing Restaurant restrictions and Tenant’s Exclusive Use Restriction set forth in this Paragraph shall always apply to the Building so long as the conditions set forth in clauses (i), (ii) and (iii) are satisfied.

The foregoing exclusive use restriction shall not, however, apply to: (i) any other space or areas outside of the Building other than the Restricted Spaces; or (ii) any leasehold or other possessory interest(s) within the Building or Restricted Spaces created prior to the Effective Date that does not prohibit/exclude such use and does not require Landlord’s consent prior to any change in use to such use, which leasehold or other possessory interest(s) may be renewed, extended, assigned or sublet (in the event that Tenant does not initially open as The Capital Grille restaurant or ceases to operate as The Capital Grille Restaurant as required pursuant to the terms of the Lease, such occurrence shall result in the immediate voiding of the foregoing exclusive use restriction, in which event Landlord and Tenant shall promptly execute and deliver an amendment to the Memorandum of Lease memorializing the same, upon either party’s written request therefor, to be recorded by the requesting party at such party’s sole cost and expense). By way of example, and not as a limitation, if any leasehold interest within the Restricted Spaces created prior to the Effective Date allows the tenant, without Landlord’s consent, to use its Leased Premises for “any lawful retail use” or “any restaurant use,” then that lease will not be subject to the foregoing exclusive use restriction. For sake of clarification, nothing in this Lease shall be interpreted as to preclude Brio Tuscan Grille, The Cheesecake Factory, or CoreLife Eatery from operating (and selling menu items) as permitted by their

respective lease, provided, however, in the event the tenant under any of the referenced leases desires to change its menu offerings and sell items that would violate Tenant's Exclusive Use Restriction and Landlord's approval is required to permit the sale of such items, Landlord agrees to withhold its consent to the sale of such items.

4. Pursuant to the terms and conditions of the Lease, Tenant has certain rights in and to a portion of the Premises where a Patio may be located, an Exterior Storage Area, a Trash Removal Pathway, and certain Common Area (as such terms are defined in the Lease).

5. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

**[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]**

IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the Effective Date of the Lease.

WITNESSES:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

*Jette Corday*  
Name: Jette Corday

*Misty Curtis*  
Name: Misty Curtis

LANDLORD:

City Creek Center Associates, LLC,  
a Delaware limited liability company

DocuSigned by:  
*Michele Walton*  
By: \_\_\_\_\_  
Name: Michele Walton  
Title: Authorized Signatory

Date: 3/30/2021

TENANT:

Capital Grille Holdings, Inc.,  
a North Carolina corporation

*Gray B. Grinstaff*  
By: \_\_\_\_\_  
Name: Gray B. Grinstaff  
Title: Assoc. General Counsel

Date: June 4, 2021

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

**ACKNOWLEDGMENTS**

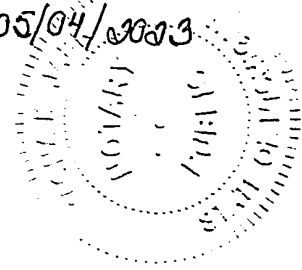
STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

On this 31st day of March, 2021, before me, personally appeared, by means of physical presence, Michele L. Walton and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did each for himself/herself say that he/she is, respectively, the authorized signatory and \_\_\_\_\_ of City Creek Center Associates, LLC, a Delaware limited liability company, the entity named in and which executed the within instrument, and that said instrument was signed on behalf of said entity by authority of its board; and said \_\_\_\_\_ as \_\_\_\_\_ acknowledged before me said instrument to be the free act and deed of said entity.

Monak Jabr

Notary Public, Monak Jabr  
County, Oakland  
My Commission expires: 05/04/2023

MONA K. JABR  
Notary Public, Oakland County, MI  
My Commission Expires: 05/04/2023  
Acting in Oakland County, MI



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared, by means of physical presence, \_\_\_\_\_, to me personally known, who, being by me duly sworn, did each for himself/herself say that he/she is, respectively, the \_\_\_\_\_ of **Capital Grille Holdings, Inc.**, a North Carolina corporation, the entity named in and which executed the within instrument, and that said instrument was signed on behalf of said entity by authority of its board; and said \_\_\_\_\_ acknowledged before me said instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENTS

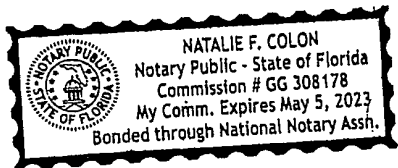
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared, by means of physical presence, \_\_\_\_\_, and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did each for himself/herself say that he/she is, respectively, the \_\_\_\_\_ and \_\_\_\_\_ of City Creek Center Associates, LLC, a Delaware limited liability company, the entity named in and which executed the within instrument, and that said instrument was signed on behalf of said entity by authority of its board; and said \_\_\_\_\_ as \_\_\_\_\_ acknowledged before me said instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF Florida )  
 ) ss.  
COUNTY OF Orange )

On this 4th day of June, 2021, before me, personally appeared, by means of physical presence, Tracey B. Grunstaff, to me personally known, who, being by me duly sworn, did each for himself/herself say that he/she is, respectively, the Assoc. General Counsel of Capital Grille Holdings, Inc., a North Carolina corporation, the entity named in and which executed the within instrument, and that said instrument was signed on behalf of said entity by authority of its board; and said Tracey B. Grunstaff acknowledged before me said instrument to be the free act and deed of said entity.

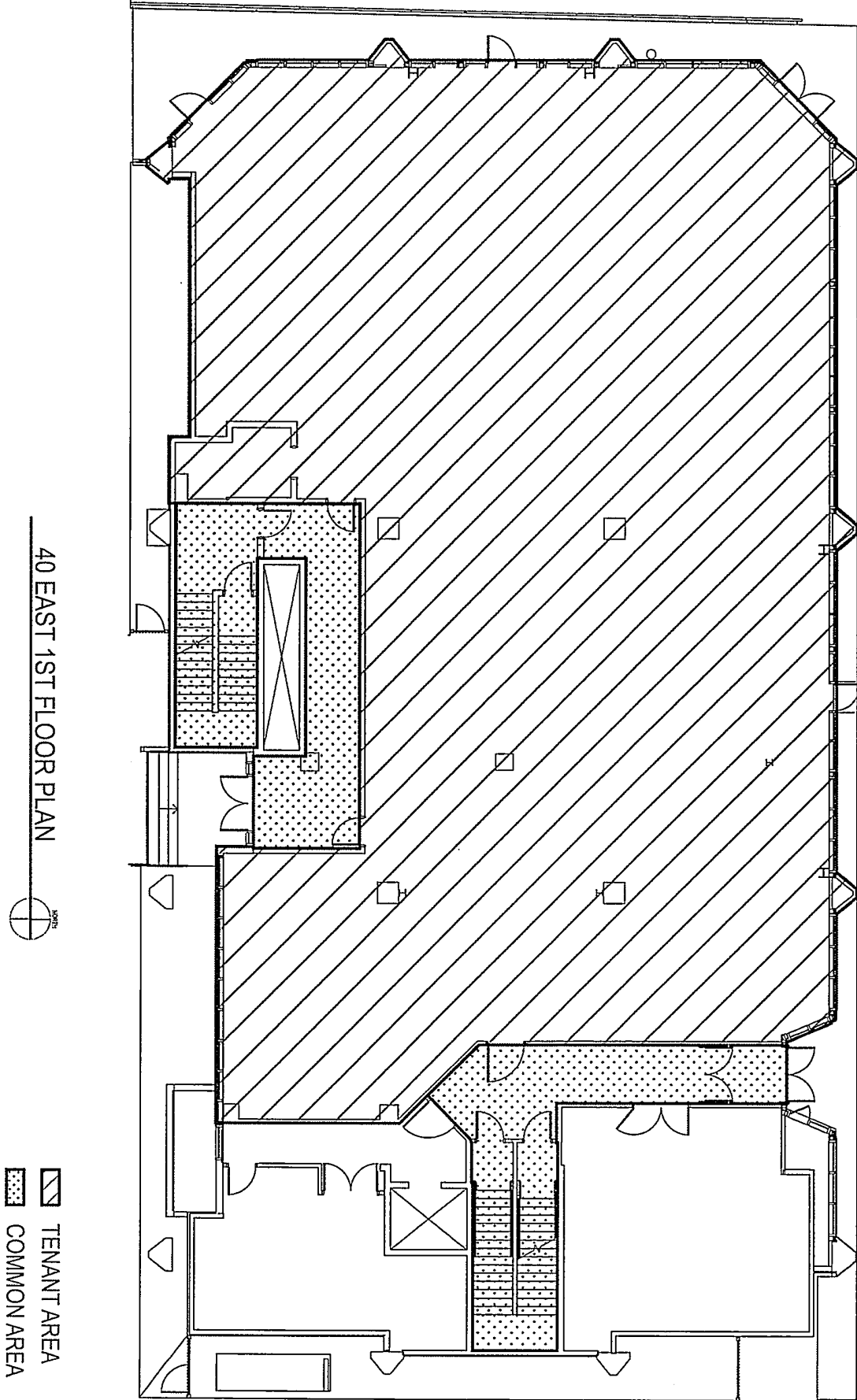


Natalie F. Colon  
Notary Public, Natalie F. Colon  
County, Orange  
My Commission expires: 5-5-23

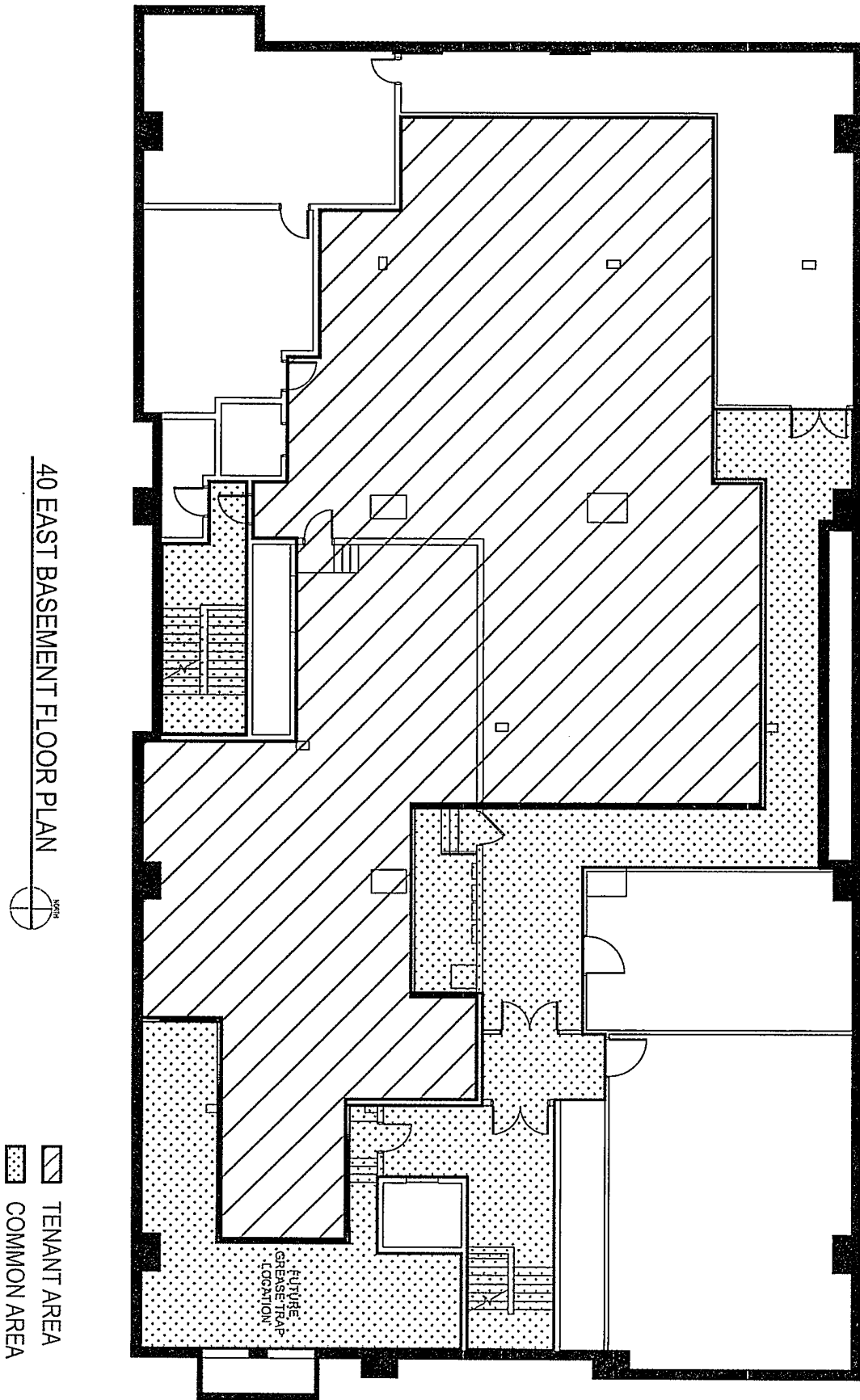
**Memorandum of Lease**

**EXHIBIT A**

**(Depiction of Leased Premises)**  
See following two (2) pages







Memorandum of Lease

EXHIBIT A-1

(Description of Leased Premises)

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°46'31" EAST 2379.54 FEET FROM THE FOUND SALT LAKE CITY CENTERLINE MONUMENT IN WEST TEMPLE AND 100 SOUTH, and THE FOUND SALT LAKE CITY CENTERLINE MONUMENT IN 200 EAST AND 100 SOUTH.

A GROUND FLOOR LEASED PREMISES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°46'31" EAST 1203.29 FEET AND SOUTH 0°13'29" WEST 70.99 FEET FROM THE FOUND SALT LAKE CITY MONUMENT AT THE INTERSECTION OF WEST TEMPLE AND 100 SOUTH: THENCE SOUTH 89°40'45" EAST 95.95 FEET: THENCE SOUTH 28°10'00" EAST 5.71 FEET: THENCE SOUTH 0°26'55" WEST 34.11 FEET: THENCE SOUTH 47°17'50" EAST 11.91 FEET: THENCE SOUTH 0°07'29" WEST 17.77 FEET: THENCE NORTH 89°50'25" WEST 1.65 FEET: THENCE SOUTH 0°27'26" WEST 1.72 FEET: THENCE NORTH 89°40'51" WEST 27.45 FEET: THENCE NORTH 0°16'32" EAST 3.26 FEET: THENCE NORTH 89°33'21" WEST 10.94 FEET: THENCE NORTH 0°12'13" WEST 5.81 FEET: THENCE SOUTH 89°58'55" WEST 21.81 FEET: THENCE SOUTH 0°04'59" EAST 5.47 FEET: THENCE SOUTH 89°51'57" EAST 20.86 FEET: THENCE SOUTH 0°04'45" WEST 4.77 FEET: THENCE NORTH 89°51'41" WEST 3.81 FEET: THENCE NORTH 0°08'19" EAST 0.79 FEET: THENCE NORTH 90°00'00" WEST 13.48 FEET: THENCE SOUTH 0°00'00" EAST 4.76 FEET: THENCE NORTH 89°49'08" WEST 16.14 FEET: THENCE NORTH 0°00'00" EAST 2.16 FEET: THENCE NORTH 89°45'23" WEST 29.23 FEET: THENCE SOUTH 0°14'37" WEST 2.58 FEET: THENCE NORTH 90°00'00" WEST 3.38 FEET: THENCE NORTH 45°48'27" WEST 11.99 FEET: THENCE NORTH 0°20'47" EAST 56.04 FEET: THENCE NORTH 45°39'42" EAST 11.49 FEET TO THE POINT OF BEGINNING, AND EXTENDING FROM THE FINISHED GROUND FLOOR ELEVATION OF SUCH AREA TO TWO FEET BELOW THE UNDERSIDE OF CEILING JOISTS AND MEMBERS, WITH AN APPROXIMATE HEIGHT OF 12.82 FEET.

CONTAINING APPROXIMATELY 7,347 S.F.

SPECIFICALLY EXCLUDING THAT PORTION OF THE ABOVE DESCRIBED PROPERTY THAT IS DESIGNATED AS COMMON AREA ON THE DESIGNATION OF LEASED PREMISES ATTACHED AS EXHIBIT A.

TOGETHER WITH A BASEMENT FLOOR LEASED PREMISES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°46'31" EAST 1202.89 FEET AND SOUTH 0°13'29" WEST 83.84 FEET FROM THE FOUND SALT LAKE CITY MONUMENT AT THE INTERSECTION OF WEST TEMPLE AND 100 SOUTH: THENCE SOUTH 89°36'44" EAST 40.53 FEET: THENCE NORTH 0°23'16" EAST 5.29 FEET: THENCE SOUTH 89°36'44" EAST 33.78 FEET: THENCE SOUTH 0°27'01" WEST 38.21 FEET: THENCE SOUTH 89°36'44" EAST 20.98 FEET: THENCE NORTH 0°23'16" EAST 7.02 FEET: THENCE SOUTH 89°36'44" EAST 10.49 FEET: THENCE SOUTH 0°23'16" WEST 13.79 FEET: THENCE SOUTH 89°36'44" EAST 13.79 FEET: THENCE NORTH 0°23'16" EAST 0.78 FEET: THENCE SOUTH 89°58'49" EAST 8.10 FEET: THENCE SOUTH 0°23'16" WEST 13.55 FEET: THENCE NORTH 89°36'44" WEST 23.94 FEET: THENCE SOUTH 0°23'16" WEST 8.64 FEET: THENCE NORTH 89°53'55" WEST 29.72 FEET: THENCE NORTH 0°16'15" EAST 16.44 FEET: THENCE NORTH 89°37'16" WEST 21.64 FEET: THENCE SOUTH 0°17'20" WEST 5.42 FEET: THENCE SOUTH 89°39'47" EAST 7.51 FEET: THENCE SOUTH 0°21'07" EAST 4.83 FEET: THENCE SOUTH 89°51'41" EAST 13.26 FEET: THENCE SOUTH 0°04'45" WEST 4.05 FEET: THENCE NORTH 89°36'34" WEST 20.12 FEET: THENCE NORTH 89°46'27" WEST 0.73 FEET: THENCE SOUTH 0°13'33" WEST 0.12 FEET: THENCE NORTH 89°53'59" WEST 12.61 FEET: THENCE NORTH 0°21'00" EAST 5.61 FEET: THENCE SOUTH 89°58'17" WEST 1.71 FEET: THENCE NORTH 0°10'57" EAST 11.02 FEET: THENCE NORTH 89°26'31" WEST 20.58 FEET: THENCE NORTH 0°19'28" EAST 8.77 FEET: THENCE NORTH 89°27'34" WEST 11.14 FEET: THENCE NORTH 0°23'16" EAST 33.68 FEET TO THE POINT OF BEGINNING, AND EXTENDING FROM THE FINISHED GROUND FLOOR ELEVATION OF SUCH AREA TO THE UNDERSIDE OF CEILING JOISTS AND MEMBERS, WITH AN APPROXIMATE HEIGHT OF 9.28 FEET.

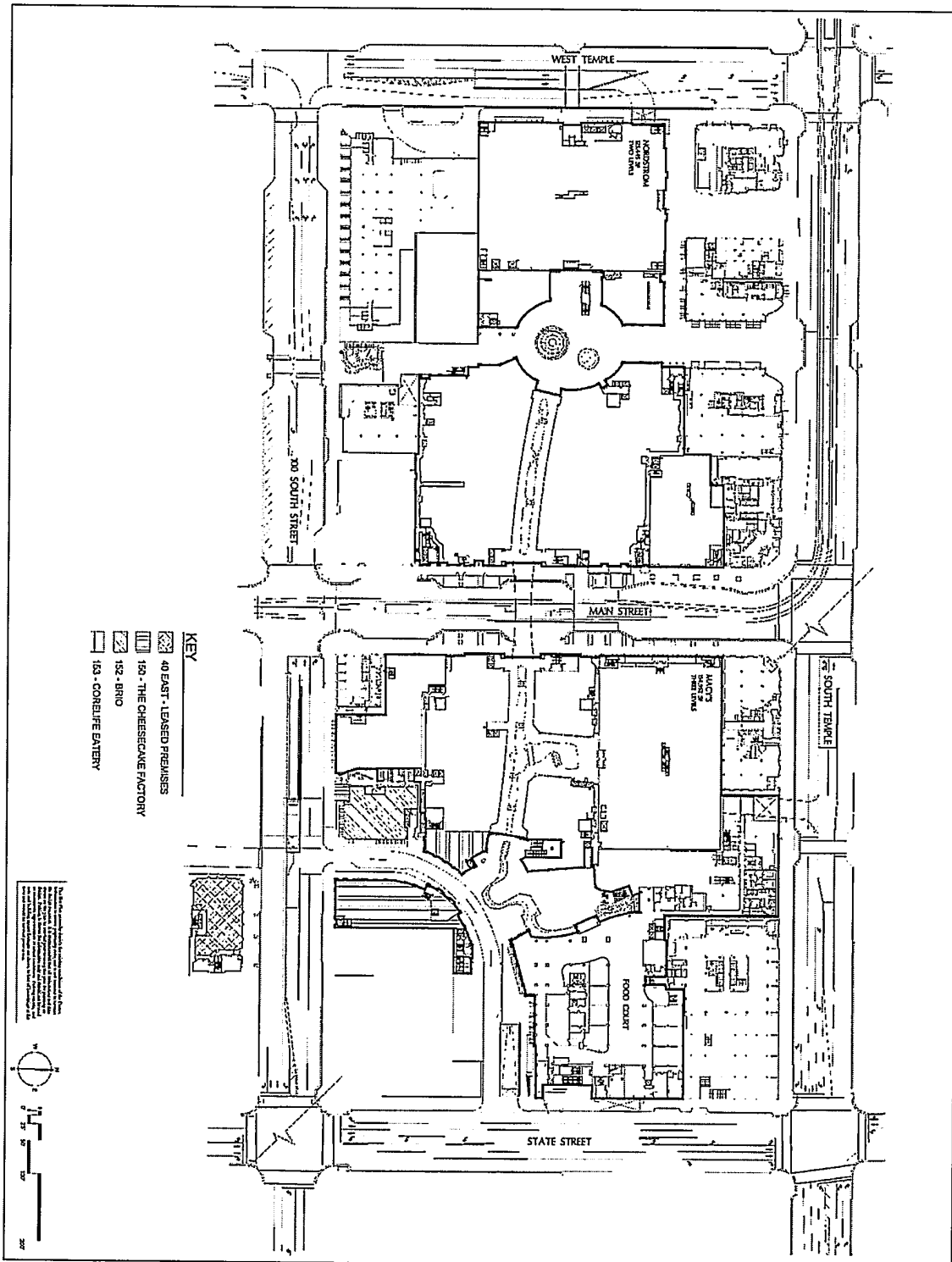
CONTAINING APPROXIMATELY 4,852 S.F.

SPECIFICALLY EXCLUDING THAT PORTION OF THE ABOVE DESCRIBED PROPERTY THAT IS DESIGNATED AS COMMON AREA ON THE DESIGNATION OF LEASED PREMISES ATTACHED AS EXHIBIT A.

**Memorandum of Lease**

**EXHIBIT B**

**(Depiction of Restricted Spaces)**  
See following page



1 OF 3

**CITY CREEK CENTER**

**EXISTING SITE PLAN - GROUND LEVEL MALL PLAN**

A REGIONAL RETAIL DEVELOPMENT  
SALT LAKE CITY, UTAH

**The Taubman Company, Inc.**  
200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0208

PROJECT  
04-01-201