

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Cinemark USA, Inc.
3900 North Dallas Parkway
Plano, Texas 75093
Attn: Jay A. Jostrand

13006325
6/10/2019 4:10:00 PM \$40.00
Book - 10790 Pg - 3032-3045
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 14 P.

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of May 24, 2019, by RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company ("Landlord"), whose address is 1600 East Franklin Avenue, El Segundo, CA 90245, and CINEMARK USA, INC., a Texas corporation ("Tenant"), whose address is 3900 North Dallas Parkway, Suite 500, Plano, Texas 75093 and RIVERTON CENTERCAL, LLC, a Delaware limited liability company ("Landlord Affiliate"), as joinder to this Memorandum of Lease.

A. Pursuant to that certain lease dated May 24, 2019 and the amendments or modifications thereto, more particularly described on Schedule A attached hereto (such lease and such amendments or modifications being referred to herein, collectively, as the "Lease"), Tenant is the owner of a leasehold interest in that certain real property owned by Landlord, which real property is more particularly described on Schedule B attached hereto (the "Real Property").

B. Landlord Affiliate is the owner of real property adjacent to the Real Property, as more fully described in Schedule B-1 attached hereto (the "Landlord Affiliate Property") and has agreed to certain restrictions to the Landlord Affiliate Property.

C. Landlord and Tenant wish to record this Memorandum of Lease in order to give constructive notice of Tenant's leasehold interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Property Leased. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Real Property for the term, at the rental and upon the covenants and conditions set forth in the Lease, which Lease is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length.

2. Term of Lease. The Lease Term is for a period of fifteen (15) years commencing on the Commencement Date (as defined in the Lease), subject to any extension or renewal options contained in the Lease.

3. Conflict With Lease. The lease of the Real Property from Landlord to Tenant is subject to all of the terms, covenants and conditions set forth in the Lease, including, without

limitation, any purchase options, expansion options or rights of first refusal contained in the Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the terms, covenants and conditions of the Lease shall control.

4. The Lease contains renewal options of four terms of five years each.

5. Tenant has been granted, as a consideration of the Lease, certain rights regarding tenant mixture, quiet enjoyment and marketable title as more fully described in Article XIX of the Lease.

6. Tenant has been granted, as a consideration of the Lease, certain non-exclusive rights for parking, ingress and egress which Landlord covenants shall not be denied. These include but are not limited to: (i) the non-exclusive use of the Common Area of the Shopping Center including exits, entrances, driveways and parking areas; (ii) the non-exclusive right of ingress and egress, and parking over all roads, streets, alleys, sidewalks and ways, public or private, and parking areas bounding the leased premises and/or the Shopping Center; (iii) Landlord's covenant that the ratio of parking space to Shopping Center building floor space shall not be reduced to less than that required by all applicable laws, rules or regulations, and shall at all times comply with same.

7. Although the Lease and Tenant's interest in and to the Demised Premises is and shall be subject and subordinate to the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements (the "Declaration") which is anticipated to encumber the Real Property, if Landlord makes any modifications or amendments to the Declaration, and such modifications or amendments would impair Tenant's rights under the Lease or expand Tenant's obligations under the Lease, then Tenant shall not be bound by such modifications or amendments unless Tenant consents thereto in writing in its sole discretion.

8. With respect to the Landlord Affiliate Property, Tenant has been granted by Landlord Affiliate certain rights regarding the restriction of a movie theatre operation within the Landlord Affiliate Property.

[Signature page to follow.]


IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease on the dates set forth in the acknowledgments hereto.

LANDLORD:

RIVERTON CENTERCAL 2, LLC
a Delaware limited liability company

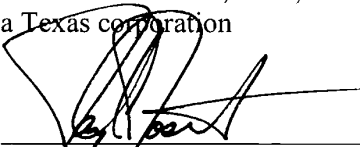
By: CenterCal, LLC,
a Delaware limited liability company
its Sole Member

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

By: 
Name: Fred Bruning
Title: Chief Executive Officer
Date: May 24, 2019

TENANT:

CINEMARK USA, INC.,
a Texas corporation

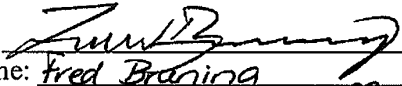

By: Jay A. Jostrand
Its: Senior Vice President – Real Estate
Date: May 17, 2019

JOINDER:

RIVERTON CENTERCAL, LLC
a Delaware limited liability company

By: CenterCal, LLC,
a Delaware limited liability company
its Managing Member

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

By: 
Name: Fred Brasing
Title: Chief Executive Officer
Date: May 24, 2019

LANDLORD:

[See following page.]

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 28, 2019 before me, Gabriel Roberts, Notary Public,
(here insert name and title of the officer)

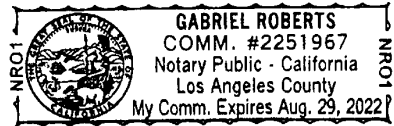
personally appeared Fred Bruning

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 



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

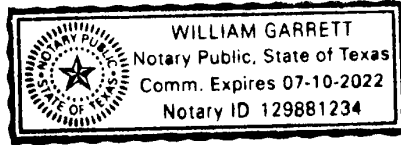
Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____

TENANT:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 17th day of May, 2019, by Jay A. Jostrand, Senior Vice President – Real Estate of Cinemark USA, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]



William Garrett

Notary Public, State of Texas

Texas Notary Public
My Commission Expires:
7-10-2022

Printed Name of Notary:
William Garrett

JOINDER:

[See following page.]

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

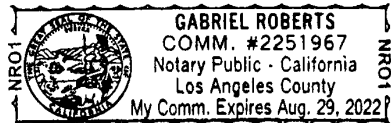
On May 28, 2019 before me, Gabriel Roberts Notary Public
(here insert name and title of the officer)

personally appeared Fred Brumby

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 [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)	
<input type="checkbox"/> _____	

SCHEDULE "A"

Riverton, Utah (Salt Lake County)

Lease dated _____, 2019, by and between Riverton Centercal 2, LLC, a Delaware limited liability company, as "Landlord", and Cinemark USA, Inc., a Texas corporation, as "Tenant".

SCHEDULE "B"

(Leasehold Property)

That certain real property located in the City of Riverton, Salt Lake County, Utah, containing approximately 57,276 square feet of area, being a part of that certain tract more particularly described in Schedule B-1 and outlined on that certain site plan or drawing, as shown in Schedule B-2.

SCHEDULE "B-1"

(Legal description of the Real Property and Landlord Affiliate Property)

Phase I (Landlord Affiliate Property):

That certain real property located in Salt Lake County, Utah, and more particularly described as follows:

Beginning at a point on the east right-of-way line of the Mountain View Corridor for the Utah Department of Transportation project no. MP-0182(6) as described in a Quit Claim Deed recorded July 15, 2014 in book 10245 at page 5268 in the Salt Lake County Recorder's Office, said point also being South 89°34'03" East, along the Section Line, 534.33 feet and North 00°25'57" East 136.72 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said east right-of-way line the following five (5) courses: (1) North 15°19'40" West 67.94 feet, (2) North 02°30'46" East 553.12 feet, (3) North 12°02'08" East 266.84 feet, (4) North 05°07'17" West 269.61 feet, (5) North 03°33'19" West 6.27 feet; thence South 89°25'15" East 1348.84 feet; thence South 00°34'50" West 889.12 feet to a point on a 100.00 foot radius curve to the left; thence Southerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 05°56'24" East 59.05 feet to a point on a 100.00 foot radius curve to the right; thence Southerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 00°34'50" West 167.69 feet to the north right-of-way line of 13400 South Street as described in a Quit Claim Deed recorded March 19, 2012 in book 10000 at page 4080 in the Salt Lake County Recorder's Office; thence along said north right-of-way line the following five (5) courses: (1) South 89°48'13" West 92.78 feet (2) South 00°11'47" East 39.61 feet, (3) South 45°01'09" West 56.85 feet, (4) North 89°33'54" West 348.39 feet to a point on a 5861.83 foot radius curve to the right, (5) Northwesterly along said curve 141.13 feet, through a central angle of 01°22'46", (chord bears North 88°52'31" West 141.13 feet), to the north right-of-way line of 13400 South Street as described in a Quit Claim Deed recorded May 11, 2010 in book 9824 at page 7738 in the Salt Lake County Recorder's Office; thence along said north right-of-way line the following ten (10) courses: (1) North 84°42'01" West 92.10 feet, (2) North 05°00'00" East 6.45 feet, (3) North 85°00'00" West 58.96 feet, (4) South 05°00'00" West 6.45 feet, (5) North 86°05'31" West 78.08 feet, (6) North 87°11'25" West 78.08 feet, (7) North 88°13'22" West 68.71 feet, (8) North 89°11'32" West 69.14 feet, (9) North 89°40'21" West 90.78 feet, (10) North 78°25'02" West 230.08 feet to the Point of Beginning.

Phase II (Real Property):

Parcel 1: Proposed 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 $06^{\circ}31'15''$, (chord bears North $02^{\circ}40'47''$ West 11.37 feet); thence North $00^{\circ}34'50''$ East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South $89^{\circ}25'15''$ 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 $46^{\circ}57'13''$, (chord bears South $23^{\circ}59'12''$ West 23.50 feet); thence South $00^{\circ}30'35''$ 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 $20^{\circ}11'45''$, (chord bears South $09^{\circ}35'17''$ East 53.65 feet); thence South $19^{\circ}41'10''$ East 46.06 feet; thence South $20^{\circ}12'44''$ 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 $20^{\circ}42'40''$, (chord bears South $09^{\circ}51'24''$ East 70.10 feet); thence South $00^{\circ}29'56''$ West 261.30 feet; thence South $03^{\circ}25'00''$ East 43.93 feet; thence South $00^{\circ}29'56''$ 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 $55^{\circ}21'34''$, (chord bears South $27^{\circ}10'51''$ 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 $88^{\circ}17'31''$ West 485.69 feet, (2) North $89^{\circ}33'54''$ West 325.00 feet, (3) North $85^{\circ}45'03''$ West 97.72 feet, (4) North $89^{\circ}33'54''$ West 244.87 feet, (5) North $44^{\circ}07'42''$ West 55.55 feet, (6) North $00^{\circ}11'47''$ West 35.07 feet, (7) South $89^{\circ}48'13''$ West 9.22 feet to the Point of Beginning.

Parcel 1A:

An easement on, over and across the property conveyed by that certain Special Warranty Deed recorded October 8, 2010 as Entry No. 11049402 in Book 9867 at Page 1249, for (i) vehicular and pedestrian ingress and egress, and (ii) the installation and maintenance of an and all utilities of the land described therein.

SCHEDULE "B-2"

(Site Plan of the Real Property and Landlord Affiliate Property with the Demised Premises outlined)

