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Book - 9441 Pg - 5736-5747  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 12 P.

**TRAINING TABLE RESTRICTION AGREEMENT**

This Training Table Restriction Agreement ("Agreement") is made this 2 day of March, 2007, by and between TT THREE, LC ("TT Three"), a Utah limited liability company; EXCHANGE HOLDINGS CORPORATION THREE ("Exchange"), a Utah corporation; and SDC3, LLC ("SDC3"), a Utah limited liability company.

**RECITALS**

A. TT Three is the owner of certain real property (the "TT Three Parcel") located in Riverton City, Salt Lake County, Utah, which is described on Exhibit "A" attached hereto and is a part of The Home Depot, a Commercial Subdivision (the "Subdivision").

B. Exchange is the record owner of certain other real property within the Subdivision (the "Developer Parcel") which is described on Exhibit "B" attached hereto and includes real property which is immediately adjacent to or otherwise in the vicinity of the TT Three Parcel.

C. Exchange owns the Developer Parcel as the Exchange Accommodation Titleholder on behalf of SDC3 in a manner intended to satisfy the requirements and provisions of Rev. Proc. 2000-37 issued by the Internal Revenue Service on September 15, 2000.

D. The TT Three Parcel and the Developer Parcel are subject to a certain Restriction Agreement and Grant of Easements (the "RAGE Agreement") which was recorded in the Office of the Salt Lake County Recorder on December 1, 2005, as Entry No. 9569861.

E. It is the parties' intention that the TT Three Parcel and the Developer Parcel shall be developed, subject to the RAGE Agreement, consistent with the limitations and restrictions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, TT Three, Exchange and SDC3 agree as follows:

1. Restrictions on Use of Developer Parcel. The owner or owners of the Developer Parcel shall not permit, directly or indirectly, the use of any portion thereof by any person for the purpose of operating a restaurant or other food service business which offers flame-broiled hamburgers as a primary menu item or which advertises or promotes "gourmet burgers" as a principal menu item so long as a Training Table Restaurant is operated on the TT Three Parcel.

2. Modification or Termination of RAGE Agreement. Neither Exchange, SDC3 nor any person owning a portion of the Developer Parcel shall consent to a proposed modification or termination of the RAGE Agreement without the written consent of TT Three, or its successor, if such modification or termination shall adversely affect the rights of the owner of the TT Three Parcel.

3. Covenants Run With Land. This Agreement and all the provisions hereof (i) are made for the direct benefit of both the TT Three Parcel and the Developer Parcel and (ii) shall

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constitute covenants that run with the land, and such covenants shall bind and benefit TT Three, Exchange, and SDC3, and their grantees, transferees, heirs, lessees, devisees, personal representatives, successors and assigns. This Agreement and all of the provisions hereof shall also bind and benefit the TT Three Parcel and the Developer Parcel, and all interests in all or any portion of both such properties shall be subject to the terms of this Agreement. By acquiring any interest in, or by occupying all or any portion of the TT Three Parcel or the Developer Parcel, the parties who are acquiring or so occupying the parcels agree to be bound by the terms of this Agreement.

4. General Provisions.

(i) Remedies. In the event of any violation of this Agreement by the owners of the TT Three Parcel or the Developer Parcel, or their respective successors or assigns, the other party, or their respective successors or assigns, shall have, in addition to the right to collect damages for such violation, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(ii) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of TT Three, Exchange and SDC3.

(iii) Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(iv) Headings. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

(v) Modification and Waiver. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Agreement may be modified or amended at any time, but only by a writing executed by all of the owners of the TT Three Parcel and the Developer Parcel. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

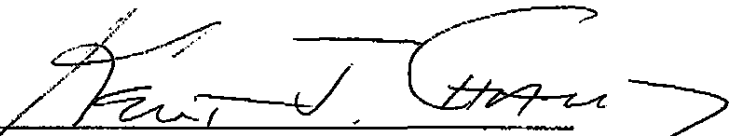
(vi) Governing Law. This Agreement has been executed and delivered and is to be performed in the State of Utah and shall be construed, enforced, and governed by the laws of the State of Utah.

(vii) Attorney's Fees. Should any owner of the TT Three Parcel or Developer Parcel attempt to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs from the unsuccessful party, including such fees and costs incurred on appeal, in addition to the other remedies available under Utah law.

(viii) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.


IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

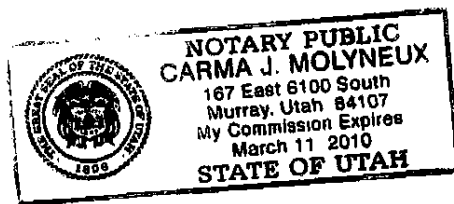
TT THREE, LC

By:   
KENT J. CHARD, Manager

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF SALT LAKE )

On the 27 day of March, 2007, personally appeared before me, Kent J. Chard, who being by me duly sworn, says that he is a Manager of TT Three, LC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said company and Kent J. Chard acknowledged to me that said company executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

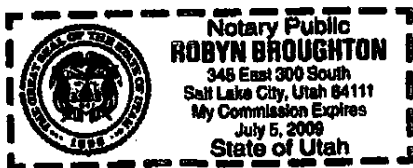


**EXCHANGE HOLDINGS CORPORATION  
THREE**

By: Rodney A. Newman  
Rodney A. Newman, President

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF SALT LAKE )

On the 5<sup>th</sup> day of March, 2007, personally appeared before me, Rodney A. Newman, who being by me duly sworn, says that he is President of Exchange Holdings, L.L.C., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said company and Rodney A. Newman acknowledged to me that said company executed the same.



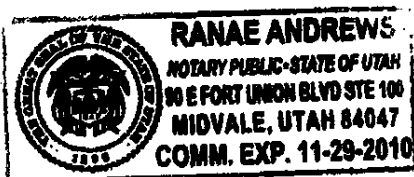
Rodney A. Newman  
NOTARY PUBLIC

SDC3, LLC

By: Mike Stangl  
Mike Stangl, Manager

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF SALT LAKE )

On the 2 day of March, 2007, personally appeared before me, Mike Stangl, who being by me duly sworn, says that he is a Manager of SDC3, L.L.C., the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said company and Mike Stangl acknowledged to me that said company executed the same.



Ranae Andrews  
NOTARY PUBLIC

## EXHIBIT "A"

### **Lot 2c (2<sup>nd</sup> Amended)**

#### **The Home Depot, a Commercial Subdivision**

A part of Lots 2A and 2B of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at the most Northerly Corner of Lot 2B of said adjusted subdivision at a point on the Westerly Line of Market Center Drive as it exists at 40.0 foot half-width located 995.59 feet North 89°51'35" West along the Section Line; and 751.86 feet North 0°08'25" East from the South Quarter Corner of said Section 32; and running thence along said Westerly Line of Market Center Drive the following two courses: South 45°00'00" East 242.71 feet to a point of curvature; and Southeasterly along the arc of a 195.00 foot radius curve to the right a distance of 41.52 feet (Central Angle equals 12°11'57" and Long Chord bears South 38°54'02" East 41.44 feet); thence South 57°11'15" West 59.17 feet; thence North 89°51'35" West 196.01 feet; thence North 45°00'00" West 188.31 feet to the Northwesterly Line of said Lot 2A; thence along said Northwesterly Line and the Northwesterly Line of Lot 2B the following three courses: Northeasterly along the arc of a 150.00 foot radius curve to the right a distance of 28.05 feet (Central Angle equals 10°42'44" and Long Chord bears North 81°54'45" East 28.00 feet) to a point of reverse curvature; Northeasterly along the arc of a 150.00 foot radius curve to the left a distance of 110.66 feet (Central Angle equals 42°16'07" and Long Chord bears North 66°08'03" East 108.17 feet to a point of tangency; and North 45°00'00" East 77.22 feet to the Westerly Line of Market Center Drive and the point of beginning.

**Contains 47,481 sq. ft. or 1.090 acres**

**EXHIBIT "B"**  
**(7 Pages)**

Lot 9 of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder.

Parcel ID No:

Lot 9 - \_\_\_\_\_

**Lot 2a (2nd Amended)**

**The Home Depot, A Commercial Subdivision**

A part of Lot 2A of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at the most Westerly Corner of said Lot 2a of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds being 1293.53 feet North 89°51'35" West along the Section Line; and 563.04 feet North 0°08'25" East from the South Quarter Corner of said Section 32; and running thence along the Northwestern Line of said Lot 2a the following two courses: North 45°00'00" East 65.00 feet to a point of curvature; and Northeasterly along the arc of a 150.00 foot radius curve to the right a distance of 82.61 feet (Central Angle equals 31°33'23" and Long Chord bears North 60°46'41" East 81.57 feet); thence South 45°00'00" East 163.05 feet; thence South 53°47'25" West 146.40 feet to the Southwesterly Line of said Lot 2a; thence along said Southwesterly Line the following two courses: Northwesternly along the arc of a 100.00 foot radius curve to the left a distance of 15.35 feet (Central Angle equals 8°47'34" and Long Chord bears North 40°36'13" West 15.33 feet) to a point of tangency; and North 45°00'00" West 147.57 feet to the Northwesternly Corner of said Lot 2a and the point of beginning.

**Contains 24,432 sq. ft. or 0.561 acre**

Parcel ID No:

Lot 2A - 2732372006

**Lot 2b (2nd Amended)**

**The Home Depot, a Commercial Subdivision**

A part of Lot 2A and 2B of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at the front Lot Corner common to Lots 2B and 5 of said adjusted subdivision at a point on the Westerly Line of Market Center Drive as it exists at 40.00 foot half-width located 766.10 feet North 89°51'35" West along the Section Line; and 347.20 feet North 0°08'25" East from the South Quarter Corner of said Section 32; and running thence West 393.37 feet along the Southerly Line of said Lots 2a and 2b to the Southwesterly Corner of said Lot 2a; thence along the Westerly Line of said Lot 2b the following two courses: North 0°08'37" East 41.82 feet to a point of curvature; and Northwesterly along the arc of a 100.00 foot radius curve to the left a distance of 63.44 feet (Central Angle equals 36°21'03" and Long Chord bears North 18°01'55" West 62.39feet); thence North 53°47'25" East 146.40 feet; thence South 45°00'00" East 25.26 feet; thence South 89°51'35" East 196.01 feet; thence North 57°11'15" East 59.17 feet to the Westerly Line of said Market Center Drive; thence along said Westerly Line the following two courses: Southeasterly along the arc of a 195.00 foot radius curve to the right a distance of 112.11 feet (Central Angle equals 32°56'27" and Long Chord bears South 16°19'49" East 110.57 feet) to a point of tangency; and South 0°08'25" West 95.23 feet to the point of beginning.

**Contains 66,294 sq. ft. or 1,522 acres**

Parcel ID No:

2A - 2732372006

2B - 2732372007



**Lot 7 (2nd Amended)**

**The Home Depot, a Commercial Subdivision**

A part of Lot 7 of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at the front Lot Corner common to Lots 6 and 7 of said adjusted subdivision at a point on the Northerly Line of 13400 South Street being 491.75 feet North 89°51'35" West along the Section Line; and 39.64 feet North from the South Quarter Corner of said Section 32; and running thence North 307.91 feet along the Easterly Line of said Lot 6 to the Northeasterly Corner thereof to the Northwest Corner of said Lot 7 of the Adjusted The Home Depot, a Commercial Subdivision; thence East 138.00 feet along the North Line of said lot 7; thence South 308.25 feet to the said Northerly Line of 13400 South Street; thence North 89°51'35" West 138.00 feet along said Northerly Line to the point of beginning.

**Contains 42,515 sq. ft. or 0.976 acre**

Parcel ID No:

Lot 7 - 2732371014

**Lot 8 (2nd Amended)**

**The Home Depot, A Commercial Subdivision**

A part of Lots 7 and 8 of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 13400 South Street being 228.75 feet North 89°51'35" West along the Section Line; and 39.64 feet North from the South Quarter Corner of said Section 32; and running thence North 89°51'35" West 125.00 feet along said Northerly Line; thence North 308.25 feet; thence East 125.00 feet; thence South 308.55 feet to the said Northerly Line of 13400 South Street and the point of beginning.

**Contains 38,550 sq. ft. or 0.885 acre**

Parcel ID No:

Lot 7 - 2732371014

Lot 8 - 2732371015

**Lot 10 (2nd Amended)**

**The Home Depot, A Commercial Subdivision**

All of Lots 10A, 10B and 11 of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah being described metes and bounds as follows:

Beginning at a point on the Westerly Line of 3600 West Street as it exists at 85.00 foot half-width being 348.75 feet North 0°12'13" East along the Quarter Section Line; and 85.00 feet West from the South Quarter Corner of said Section 32; and running thence West 576.49 feet; thence South 0°08'25" West 273.14 feet; thence South 44°51'35" East 35.35 feet to the Northerly Line of 13400 South Street; thence North 89°51'35" East 25.00 feet along said Northerly Line; thence North 44°51'35" West 35.35 feet to the Easterly Line of Market Center Drive as it exists at 40.00 foot half width; thence along said Easterly Line the following two courses: North 0°08'25" East 368.44 feet to a point of curvature; and Northwesterly along the arc of a 275.00 foot radius curve to the left a distance of 158.12 feet (Central Angle equals 32°56'40" and Long Chord bears North 16°19'55" West 155.95 feet) to the most Southerly corner of Lot 9 of said Adjusted The Home Depot, a Commercial Subdivision; thence along said Lot 9 the following five courses: North 57°11'15" East 13.78 feet; East 76.65 feet; North 261.15 feet; West 42.43 feet; and North 45°00'00" West 112.25 feet to the most Northerly Corner of said Lot 9 at a point on the Southeasterly Line of said Market Center Drive as it exists at 31.00 foot half-width; thence along said Southeasterly Line the following three courses: North 45°00'00" East 605.61 feet to a point of curvature; Northeasterly along the arc of a 240.50 foot radius curve to the right a distance of 189.74 feet (Central Angle equals 45°12'13" and Long Chord bears North 67°36'06" East 184.86 feet) to a point of tangency; and South 89°47'47" East 83.35 feet; thence South 50°20'46" East 15.62 feet to the Westerly Line of said 3600 West Street as it exists at 73.00 foot half-width; thence along said Westerly Line the following three courses: South 0°12'13" West 352.58 feet; South 2°24'06" West 312.85 feet; and South 0°12'13" West 416.27 feet to the point of beginning.

**Contains 578,934 sq. ft. or 13.291 acres**

Parcel ID No:

Lot 10A - 2732371012

Lot 10B - 2732371010

Lot 11 - 2732371009

**Lot 11 (2nd Amended)**

**The Home Depot, a Commercial Subdivision**

A part of Lot 8 of the Adjusted The Home Depot, a Commercial Subdivision by metes and bounds, recorded as Entry No. 9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 13400 South Street being 228.75 feet North 89°51'35" West along the Section Line; and 39.64 feet North from the South Quarter Corner of said Section 32; and running thence North 308.55 feet; thence East 144.99 feet to the Westerly Line of 3600 West Street as it exists at 85.00 foot halfwidth; thence South 0°12'13" West 302.66 feet along said Westerly Line; thence South 44°40'52" West 8.76 feet to the Northerly Line of said 13400 South Street; thence North 89°51'35" West 137.76 feet along said Northerly Line to the point of beginning.

**Contains 44,574 sq. ft. or 1.023 acres**

Parcel ID No:

**Lot 8 - 2732371015**