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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
MCGUIRE WOODS
GATEWAY PLAZA
300 E CANAL ST
RICHMOND VA - 23219
BY: LHP, DEPUTY - MA 4 P.

UPON RECORDATION RETURN TO:

McGuireWoods LLP
1230 Peachtree Street, Suite 2100
Atlanta, Georgia 30309
Attention: Josiah A. Bancroft

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RETURN BY: MAIL (X) PICK UP ()

UNIT # __, 4th South Marketplace, Salt Lake City, Utah 84102

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of ~~July 24~~ ^{August} 24, 2017 ("Effective Date"), by and between **WILLIAMSEN SOUTH JORDAN, INC. DBA 4TH SOUTH MARKET**, with a mailing address of 154 E Myrtle Ave, Suite 303, Murray, Utah 84107 ("Landlord"), and **PEAK THIRD PARTY RESTAURANT GROUP, LLC**, a Georgia limited liability company, with a mailing address of 1778 North Plano Road, Suite 100, Richardson, Texas 75081 ("Tenant").

In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by Tenant to Landlord and the mutual covenants contained in that certain Lease Agreement between the parties hereto dated on even date herewith (hereinafter called the "Lease"), Landlord has leased and does hereby lease to Tenant, and Tenant has leased and does hereby lease from Landlord, upon the terms and conditions set forth in said Lease, the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

From the Effective Date through the date the Premises is no longer used as an IHOP Restaurant, and as long as Tenant is not in Default of the Lease, Landlord agrees to provide an exclusive right to use the Premises for the operation of a sit-down restaurant primarily engaged in the sale of breakfast foods. Landlord agrees not to sell or lease any portion of any adjacent property to any tenant for the operation of a Denny's, Village Inn, Bob Evans, First Watch, Golden Corral, Cracker Barrel, The Original House of Pancakes, Good Egg, Le Peep, Mimi's or Perkin's Restaurant, Sunny Creek Café, The EGG & I or for the operation of any restaurant that derives more than forty percent (40%) of its gross revenue from the sale of breakfast food. Landlord agrees not to lease any portion of the Retail Center (as defined in the Lease) to any tenant for the operation of such a restaurant ("Tenant's Exclusive"). Tenant's Exclusive shall not apply to any existing tenant.

The term of the Lease shall commence on the Effective Date and end on the date that is fifteen (15) years after the Rent Commencement Date (as defined in the Lease). Said Lease provides for options to renew for three (3) five (5) year terms.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed and sealed this Memorandum of Lease to be effective as of the date first above written.

"LANDLORD"

Signed, Sealed and Delivered
in the presence of:

Name: _____

Name: _____

**WILLIAMSEN SOUTH JORDAN, INC.
DBA 4TH SOUTH MARKET, A UTAH
CORPORATION**

By: [Signature]

Name: Thom Williamsen

Title: President

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 10th day of Aug, 2017, by Thom Williamsen, as President of Williamsen South Jordan, Inc. dba 4th South Market. They are personally known to me or have produced a driver's license as identification.

[Signature]
Notary Public, State of Utah
Print Name: Jill Jurecich
Notary Commission No.: 680574
My Commission Expires: 12/8/18

[NOTARIAL SEAL]



"TENANT"

Signed, sealed and Delivered
in the presence of:



Name: PATRICK ANDERSON



Name: THOMAS ANDERSON


**PEAK THIRD PARTY RESTAURANT GROUP, LLC, a
Georgia limited liability company**

By: Peak Restaurant Partners, LLC, a Delaware limited liability
company, its sole member and manager

By: Peak Restaurant Partners, LP, a Delaware limited
partnership, its sole member and manager

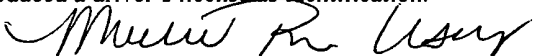
By: Peak Restaurant Partners GP, LLC, a Delaware
limited liability company, its general partner

By: Peak Restaurant Holdings, LLC, a
Delaware limited liability company, its
sole member and manager

By: 
Karl F. Jaeger
Vice President

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 26th day of July, 2017, by Karl F. Jaeger, as Vice President of Peak Restaurant Holdings, LLC, a Delaware limited liability company, sole member and manager of Peak Restaurant Partners GP, LLC, a Delaware limited liability company, general partner of Peak Restaurant Partners, LP, a Delaware limited partnership, sole member and manager of Peak Restaurant Partners, LLC, a Delaware limited liability company, sole member and manager of Peak Third Party Restaurant Group, LLC, a Georgia limited liability company. He is personally known to me or has produced a driver's license as identification.


Notary Public, State of Georgia
Print Name: Michelle Rooks Usey
Notary Commission No.: W-00223672
My Commission Expires: 10-01-2018

[NOTARIAL SEAL]



EXHIBIT A

Legal Description

Tax Parcel Number: 16-06-428-005

That certain tract of land situated in the County of Salt Lake, State of Utah and more particularly described on the following page.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 00° 07' 41" WEST 99.04 FEET; THENCE NORTH 89° 52' 25" EAST 33.01 FEET; THENCE NORTH 00° 07' 41" WEST 1.00 FEET; THENCE NORTH 89° 52' 26" EAST 132.00 FEET TO THE WEST RIGHT OF WAY LINE OF 700 EAST STREET; THENCE NORTH 00° 07' 37" WEST ALONG SAID RIGHT OF WAY LINE 271.04 FEET; THENCE NORTH 00° 07' 41" WEST 6.25 FEET; THENCE SOUTH 89° 52' 26" WEST 165.09 FEET; THENCE NORTH 00° 07' 41" WEST 2.00 FEET; THENCE SOUTH 89° 52' 26" WEST 295.06 FEET; THENCE SOUTH 00° 16' 09" WEST 166.70 FEET; THENCE NORTH 89° 52' 26" EAST 47.66 FEET; THENCE SOUTH 00° 07' 41" EAST 213.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 400 SOUTH STREET; THENCE NORTH 89° 52' 26" EAST ALONG SAID RIGHT OF WAY LINE 248.62 FEET TO THE POINT OF BEGINNING.

The above legal description is the legal description for the Retail Center (as defined in the Lease) but the Premises is a part of the Retail Center and is located at 635 East 400 South, Salt Lake City, Utah 84102.