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**UPON RECORDATION RETURN TO:**

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

12618028  
09/18/2017 01:57 PM \$16.00  
Book - 10599 Pg - 5795-5798  
ADAM GARDINER  
RECODER, SALT LAKE COUNTY, UTAH  
MC GUIRE WOODS  
GATEWAY PLAZA  
800 E CANAL ST  
RICHMOND VA - 23219  
BY: LHP, DEPUTY - MA 4 P.

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**RETURN BY: MAIL (X)      PICK UP ()**

UNIT # \_\_, 4<sup>th</sup> South Marketplace, Salt Lake City, Utah 84102

**MEMORANDUM OF LEASE**

*August*

**THIS MEMORANDUM OF LEASE** is made as of July 24 2017 ("Effective Date"), by and between **WILLIAMSEN SOUTH JORDAN, INC. DBA 4<sup>TH</sup> 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: \_\_\_\_\_  
Name: Thom Williamson \_\_\_\_\_  
Title: President \_\_\_\_\_

STATE OF Utah  
COUNTY OF Salt Lake

Thom Williamson, as President of WilliamSEN South Jordan, Inc. dba 4<sup>th</sup> South Market. They are personally known to me or have produced a driver's license as identification.

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

[NOTARIAL SEAL]

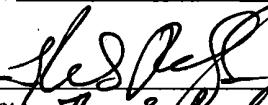


**"TENANT"**

Signed, sealed and Delivered  
in the presence of:



Name: PATRICK ANDERSON



Name: FRENCH RODRIGUEZ

**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

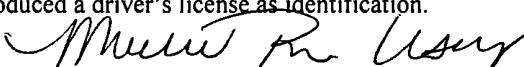
By: Peak Restaurant Partners GP, LLC, a Delaware  
limited liability company, its general partner

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 26<sup>th</sup> 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.