

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

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

13702800  
6/28/2021 4:56:00 PM \$40.00  
Book - 11198 Pg - 1707-1719  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 13 P.

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

**RECOGNITION AND  
ATTORNMEN T AGREEMENT**

THIS RECOGNITION AND ATTORNMEN T AGREEMENT (this “**Agreement**”) is made as of this 31<sup>st</sup> day of March, 2021, by and among City Creek Reserve, Inc., a Utah nonprofit corporation (“**CCRI**”), Capital Grille Holdings, Inc., a North Carolina corporation (“**Tenant**”), and City Creek Center Associates, LLC, a Delaware limited liability company (“**Landlord**”).

**RECITALS**

A. Pursuant to that certain Fee Restaurant Conveyance Agreement dated October 18, 2016, together with any and all amendments or modifications now existing or hereafter entered into, herein collectively the “**Conveyance Agreement**”), CCRI and Landlord agreed that CCRI would convey to Landlord for a term of years a portion of the building located at 40 East 100 South, Salt Lake City, Salt Lake County, Utah 84111 (the “**Building**”).

B. Pursuant to a Special Warranty Deed dated as of March 31, 2021 (the “**Deed**”), CCRI conveyed to Landlord the portion of the Building described in Exhibit A, attached hereto and incorporated herein (the “**Restaurant Unit**”).

C. CCRI and Landlord are parties to that certain license agreement dated as of March 31, 2021 (the “**License Agreement**”) whereby CCRI licenses to Landlord certain areas and walkways adjacent to the Restaurant Unit or that benefit the operation of the Restaurant Unit, which licensed areas are depicted on Exhibit B, attached hereto and incorporated herein (the “**Appurtenant Areas**”).

D. CCRI and Landlord are parties to that certain parking agreement(s) whereby CCRI licenses to Landlord the right (collectively, the “**Parking Rights**”) to use a portion of certain parking facilities within the Regent Street Parking Structure, the Orpheum Parking Structure, and the City Creek Center East Parking Facility (collectively, the “**Parking Structures**”).

E. Pursuant to that certain Lease dated December 31, 2020, Landlord leases to Tenant the Restaurant Unit, grants Tenant the right to use the Appurtenant Areas, and grants Tenant the right to use a portion of the Parking Rights granted to Landlord.

F. Tenant has agreed to acknowledge that the Lease is subordinate to the Deed, the Conveyance Agreement, the License Agreement, and the parking agreements, and CCRI has agreed to recognize the Lease and agree not to disturb Tenant’s use and enjoyment under the Lease of the Restaurant Unit, the right to use the Appurtenant Areas and the right to use the Parking Rights as set forth in the Lease on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Subordination**. Tenant acknowledges that the Lease is and shall be subject and subordinate to the Deed, the Conveyance Agreement, the License Agreement, and the parking agreements and any amendments, modifications, and supplements thereto.

2. **Attornment**. Tenant, for itself and its successors and assigns, agrees that upon receipt of written notice that CCRI has succeeded to the interest of Landlord under the Lease, Tenant will thereafter attorn and pay rent payable after the date of such notice to CCRI and the successors and assigns of CCRI, as the Landlord under the Lease for the remainder of the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease. Tenant further agrees that CCRI will not be responsible to Tenant for any of the Landlord's obligations arising under the Lease prior to the date of the written notice from CCRI unless CCRI previously received notice of Landlord's failure to perform an obligation and the failure to perform the obligation continues after CCRI takes possession. Tenant's obligation to pay rent to CCRI shall not be subject to offset or any claim of offset and is not dependent of any obligation of Landlord, unless CCRI previously received notice of Landlord's failure to perform an obligation and the failure to perform the obligation continues after CCRI takes possession.

3. **Non-Disturbance**. CCRI hereby covenants and agrees with Tenant that so long as the Lease is in full force and effect and Tenant is not in default of its obligations under the Lease (after expiration of any applicable notice and grace periods), if ownership of the Restaurant Unit reverts back to CCRI, CCRI and any successor-in-interest to CCRI ("**New Owner**"), the New Owner shall recognize the Lease and honor Tenant's rights and interest under the Lease and all of Landlord's obligations under the Lease, including without limitation, the use and distribution of insurance and condemnation proceeds, arising from and after CCRI or such New Owner takes possession, and shall succeed to the interest of Landlord and Tenant shall be deemed to have attorned to CCRI, provided Tenant is not then in default (after expiration of any applicable notice and grace period) under the Lease. In such an event, and provided that Tenant is not in default of the Lease (after expiration of any applicable notice and grace periods) the following shall apply:

(a) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of the lease between CCRI and Tenant;

(b) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by CCRI as a result of any succession to the interests of Landlord; and

(c) Tenant shall recognize CCRI as the landlord under the Lease and shall pay rent and otherwise attorn to such entity.

If CCRI shall succeed to the interest of Landlord under the Lease, Tenant agrees that CCRI shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) except with regard to any defaults under the Lease that continue after the reversion of the Restaurant Unit to CCRI, but only to the extent of the default occurring after the reversion of the Restaurant Unit to CCRI;

(b) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), unless CCRI previously received notice of Landlord's failure to perform an obligation and the failure to perform the obligation continues after the time CCRI takes possession;

(c) bound by any rent or additional rent due after the date of attornment which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord); or

(d) bound by any amendment, modification or supplement to the Lease which would either affect a material term (i.e., the rentals payable or the term of the Lease) or increase the obligations of the Landlord or decrease the obligations of Tenant under the Lease, unless the prior written approval thereof has been obtained by CCRI.

Tenant shall look solely to CCRI's interest in the Property, subject to the prior rights of any mortgagee for the collection of any judgment or damages from CCRI for a claim or legal action related to any default or breach of the Lease by CCRI, and no other assets of CCRI other than CCRI's interest in the Property shall be subject to levy, execution or other procedures for the satisfaction of any of Tenant's remedies. Neither CCRI nor any successor or assignee or any of the foregoing shall have any personal liability in connection with the recovery of any judgment or damages from a claim or legal action related to the Lease.

4. **Notice.** Any notice, demand, request or other instrument which may be or is required to be given by either party under this instrument or by law shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given as of the third day following receipt of same or by overnight courier (using Federal Express, United Parcel Service, or a similar reputable courier service) and shall be deemed to have been given one (1) business day after depositing same with such courier, or by personal delivery and shall be deemed to have been given upon actual receipt. By notice complying with this Section, any party may from time to time designate a different address in the forty-eight (48) contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

CCRI Notice Address: City Creek Reserve, Inc.  
51 South Main Street, Suite 301  
Salt Lake City, UT 84111  
Attn: Asset Manager

Tenant Notice Address: Capital Grille Holdings, Inc.  
c/o: Darden Restaurants, Inc.  
Attn: Property Law Administration Dept.  
1000 Darden Center Drive  
Orlando, FL 32837  
Telephone No.: (407) 245-4000

With a copy to:

c/o: Darden Restaurants, Inc.  
Attn: General Counsel  
1000 Darden Center Drive  
Orlando, FL 32837  
Telephone No.: (407) 245-4000

Landlord Notice Address: City Creek Center Associates

200 East Long Lake Road, Suite 300  
Bloomfield Hills, Michigan 48304-2324

5. **Notices to CCRI.** Landlord and Tenant shall give CCRI or any other New Owner (if Tenant has received such New Owner's notice address) a copy of any notice of default given by Landlord or Tenant or Tenant to Landlord under the Lease. Notwithstanding anything to the contrary in this Agreement, this section shall not limit Tenant's remedies or rights under the Lease, including, without limitation, any self-help or emergency repair rights provided in the Lease.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

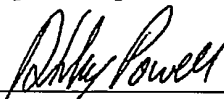
7. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

8. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original counterpart, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

**CCRI:**

City Creek Reserve, Inc.,  
a Utah nonprofit corporation

By:   
Ashley Powell, President

**Tenant:**

Capital Grille Holdings, Inc.  
a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Landlord:**

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

By: \_\_\_\_\_  
Michele Walton, Authorized Signatory

200 East Long Lake Road, Suite 300  
Bloomfield Hills, Michigan 48304-2324

5. **Notices to CCRI.** Landlord and Tenant shall give CCRI or any other New Owner (if Tenant has received such New Owner's notice address) a copy of any notice of default given by Landlord or Tenant or Tenant to Landlord under the Lease. Notwithstanding anything to the contrary in this Agreement, this section shall not limit Tenant's remedies or rights under the Lease, including, without limitation, any self-help or emergency repair rights provided in the Lease.

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**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this document as of the day and year first above written.

**CCRI:**

City Creek Reserve, Inc.,  
a Utah nonprofit corporation

By: \_\_\_\_\_  
Ashley Powell, President

**Tenant:**

Capital Grille Holdings, Inc.  
a North Carolina corporation

By: *Robert T. Ricketts*  
Name: ROBERT T. RICKETTS  
Title: VICE PRESIDENT - GEN. MGR.

**Landlord:**

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

DocuSigned by:  
By: *Michele Walton*  
Michele Walton, Authorized Signatory

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On this 31<sup>ST</sup> day of March, 2021, personally appeared before me Lynette Asay  
a notary public, Ashley Powell, known or satisfactorily proved to me to be the President of City Creek  
Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing  
instrument as President for said corporation.



Lynette Asay  
Notary Public

STATE OF FLORIDA )  
 )  
:SS  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of April, 2021  
by Robert T. Ricketts, the Vice President - Dev Law of Capital Grille Holdings, Inc., a  
North Carolina corporation, on behalf of the corporation. He/She is personally known to me or has  
produced \_\_\_\_\_ as identification and did (did not) take an oath.

Ivette Concepcion (Signature)  
Ivette Concepcion (Print or Type Name)  
Notary Public (Title or Rank)  
GG 254537 (Serial/Commission Number)  
My Commission Expires: 9/3/2022

(NOTARY'S SEAL)



STATE OF \_\_\_\_\_ )  
 )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me  
\_\_\_\_\_, a notary public, Michele Walton, known or satisfactorily proved to me to be  
the Authorized Signatory of City Creek Center Associates LLC, a Delaware limited liability company, who  
acknowledged to me that he/she signed the foregoing instrument as the Authorized Signatory for said  
company.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of March, 2021, personally appeared before me \_\_\_\_\_, a notary public, Ashley Powell, known or satisfactorily proved to me to be the President of City Creek Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
 ) :SS  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2021 by Robert T. Ricketts, the Vice President of DeV Law of Capital Grille Holdings, Inc., a North Carolina corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Ivette Concepcion (Signature)  
Ivette Concepcion (Print or Type Name)  
Notary Public (Title or Rank)  
GG 254537 (Serial/Commission Number)  
My Commission Expires: 9/3/2022

(NOTARY'S SEAL)

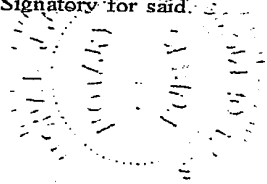


STATE OF Michigan )  
 ) :SS  
COUNTY OF Oakland )

On this 3<sup>rd</sup> day of March, 2021, personally appeared before me Mona K. Jabr, a notary public, Michele Walton, known or satisfactorily proved to me to be the Authorized Signatory of City Creek Center Associates LLC, a Delaware limited liability company, who acknowledged to me that he/she signed the foregoing instrument as the Authorized Signatory for said company.

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

Mona K. Jabr  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**RESTAURANT UNIT**

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 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.

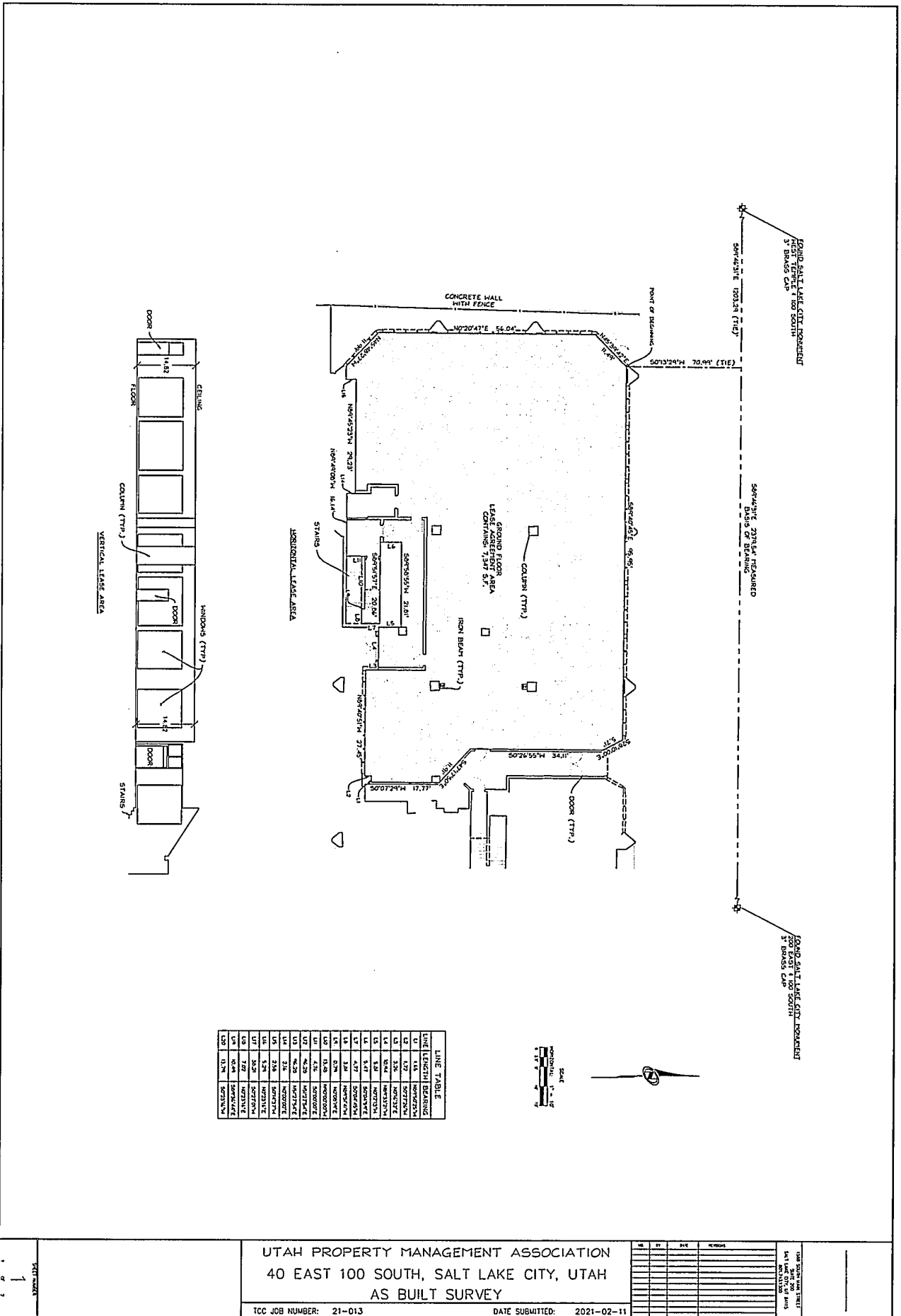
CONTAINING APPROXIMATELY 7,347 S.F.



TOGETHER WITH A BASEMENT FLOOR 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.



FOUND SALT LAKE CITY HOMEOWNER  
 400 EAST 100 SOUTH  
 3 BRKNS CAP

FOUND SALT LAKE CITY HOMEOWNER  
 400 EAST 100 SOUTH  
 3 BRKNS CAP

560'4.91'E 233'9.54'E REQUIRED  
 BASIS OF BEARING

560'4.91'E 233'9.54'E REQUIRED  
 BASIS OF BEARING

POINT OF BEGINNING

DOOR (TYP.)

IRON BEAM (TYP.)

GROUND FLOOR  
 LEASE CONTAINS 7397 SQ. FT.

IRON BEAM (TYP.)

GROUND FLOOR  
 LEASE CONTAINS 7397 SQ. FT.

CONCRETE WALL  
 WITH FENCE

HORIZONTAL LEASE AREA

VERTICAL LEASE AREA



LINE	BEARING	LENGTH	AREA
L1	N42°41'E	54.04'	
L2	S65°55'W	21.81'	
L3	S65°55'W	21.81'	
L4	S65°55'W	21.81'	
L5	S65°55'W	21.81'	
L6	S65°55'W	21.81'	
L7	S65°55'W	21.81'	
L8	S65°55'W	21.81'	
L9	S65°55'W	21.81'	
L10	S65°55'W	21.81'	
L11	S65°55'W	21.81'	
L12	S65°55'W	21.81'	
L13	S65°55'W	21.81'	
L14	S65°55'W	21.81'	
L15	S65°55'W	21.81'	
L16	S65°55'W	21.81'	
L17	S65°55'W	21.81'	
L18	S65°55'W	21.81'	
L19	S65°55'W	21.81'	
L20	S65°55'W	21.81'	
L21	S65°55'W	21.81'	
L22	S65°55'W	21.81'	
L23	S65°55'W	21.81'	
L24	S65°55'W	21.81'	
L25	S65°55'W	21.81'	
L26	S65°55'W	21.81'	
L27	S65°55'W	21.81'	
L28	S65°55'W	21.81'	
L29	S65°55'W	21.81'	
L30	S65°55'W	21.81'	

UTAH PROPERTY MANAGEMENT ASSOCIATION  
 40 EAST 100 SOUTH, SALT LAKE CITY, UTAH  
 AS BUILT SURVEY

TCC JOB NUMBER: 21-013 DATE SUBMITTED: 2021-02-11

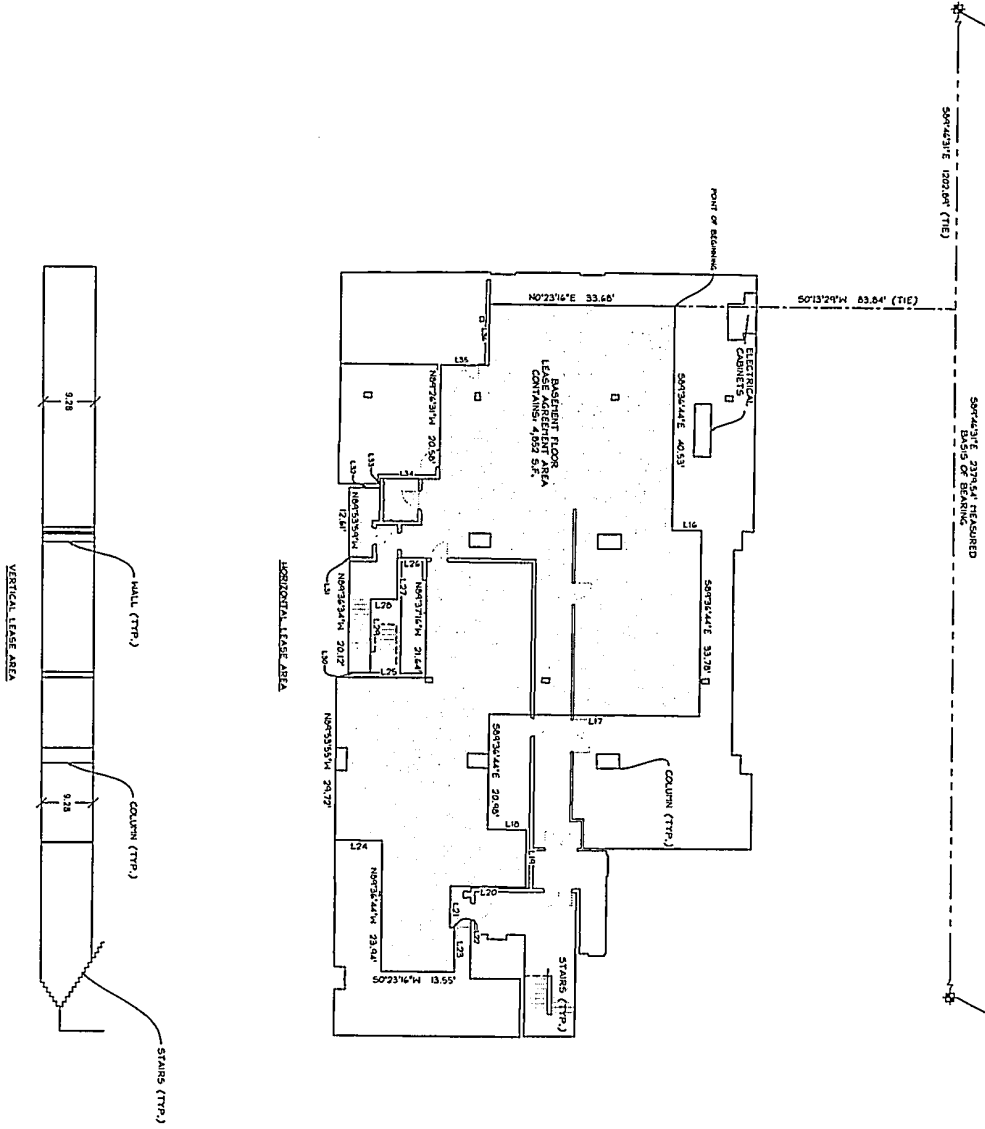
NO.	BY	DATE	REVISION

DATE PLOTTED: 2021-02-11  
 PLOT SCALE: 1" = 10'  
 PLOT AREA: 11.11' X 11.11'

SCALE: 1" = 10'

FOUND SALT LAKE CITY RECORDS  
WEST TERRACE 100 SOUTH  
3' BRASS CAP

FOUND SALT LAKE CITY RECORDS  
100 EAST 100 SOUTH  
3' BRASS CAP



LINE TABLE

LINE	LENGTH	BEARING
L21	8.00	S00°00'00"E
L24	8.44	S07°00'00"E
L25	7.47	N07°00'00"E
L26	6.49	S07°00'00"E
L27	7.51	S07°00'00"E
L28	4.83	S07°00'00"E
L29	0.28	S07°00'00"E
L30	4.06	S07°00'00"E

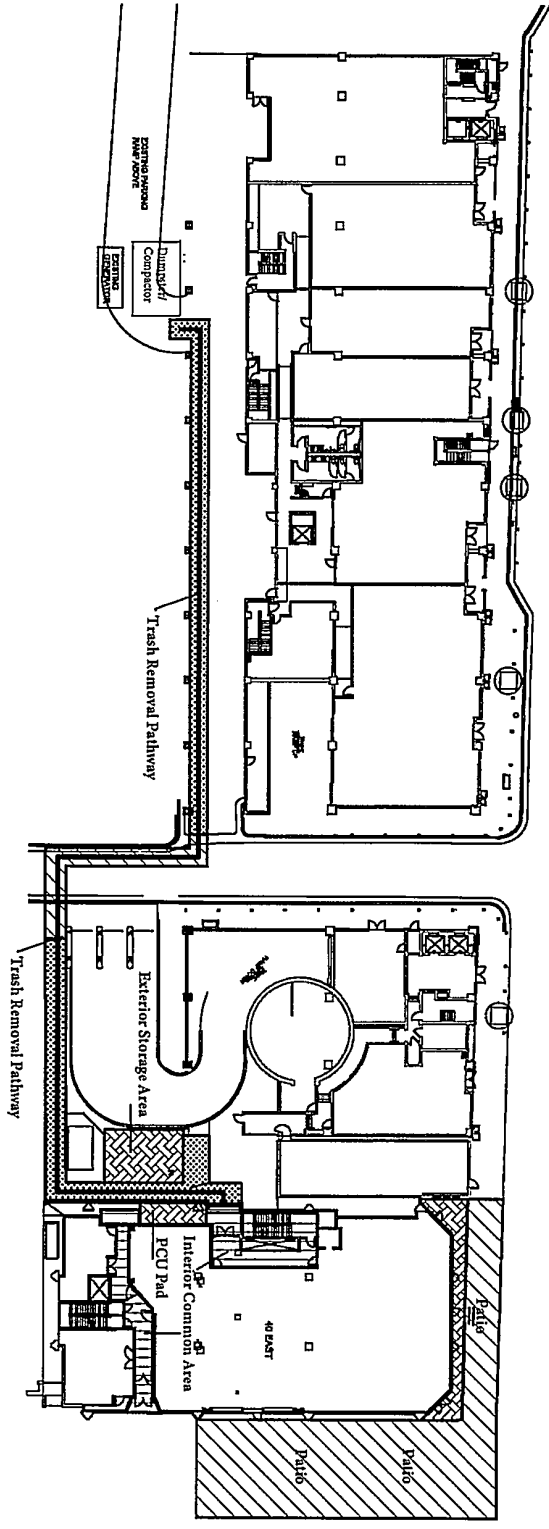
UTAH PROPERTY MANAGEMENT ASSOCIATION  
40 EAST 100 SOUTH, SALT LAKE CITY, UTAH  
AS BUILT SURVEY





UTCC JOB NUMBER: 21-013 DATE SUBMITTED: 2021-02-11

NO.	BY	DATE	REVISION

**EXHIBIT B**  
**APPURTENANT AREAS**

40 EAST RETAIL LEVEL  
PROTECTED AREA



-  EXTERIOR SPACE, FOR USE IN COMMON WITH OTHER TENANTS
-  EXTERIOR SPACE, CITY-OWNED
-  EXTERIOR SPACE, FOR EXCLUSIVE USE BY THE CAPITAL GRILLE
-  INTERIOR SPACE, FOR USE IN COMMON WITH OTHER TENANTS