

APN No.: 1420-06-502-011

DOUGLAS COUNTY, NV **2018-917949**
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TICOR TITLE - RENO (TITLE ONLY)
KAREN ELLISON, RECORDER

After recording mail to:
Brinker International, Inc.
Attn: Dan Fuller
6820 LBJ Freeway
Dallas, Texas 75240

This document prepared by:
Neva Wagner, Esq.
Perkins Coie, LLC
131 S. Dearborn,
Suite 1700
Chicago, IL 60603

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of this 8th day of August, 2018, by and between FCPT HOLDINGS, LLC, a Delaware limited liability company, 591 Redwood Highway, Suite 1150, Mill Valley, California 94941 ("Landlord"), and BRINKER PROPERTY CORPORATION, a Delaware corporation, 6820 LBJ Freeway Dallas, Texas 75240, Attention: General Counsel ("Tenant").

WITNESSETH:

By that certain Lease Agreement dated August 8, 2018 (the "Lease") by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, that certain tract or parcel of land located in the City of Carson City, County of Douglas, State of Nevada, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any buildings or other improvements erected and/or to be erected thereon (the "Improvements" and, together with the Land, the "Premises"), TO HAVE AND TO HOLD the same for a primary term of fifteen (15) years (commencing as provided in the Lease), with three (3) separate consecutive renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in the Lease to which reference is made for all purposes of which it is intended hereby to give notice.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the Lease. This Memorandum of Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns to all or part of their respective interests in the Premises.

The Lease contains a Right of First Refusal in favor of Tenant as well as a prohibition on a sale of the Premises to a “Competing Business”.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

FCPT HOLDINGS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Gerald Morgan
Title: President

Date: 3 August, 2018

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.

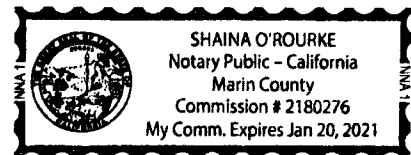
STATE OF CALIFORNIA)
COUNTY OF Marin)

On 3 August, 2018 before me, Shaina O'Rourke
Notary Public, personally appeared Gerald Morgan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

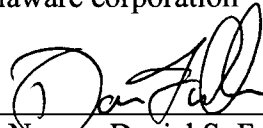
Signature: [Signature]



FOR NOTARY STAMP

TENANT:

BRINKER PROPERTY CORPORATION,
a Delaware corporation


By: 
Name: Daniel S. Fuller
Title: Vice President

Date: August 3, 2018

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by Daniel S. Fuller, as Vice President of BRINKER PROPERTY CORPORATION, a Delaware corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC: 
Sign _____
Print Laura Hauser
State of Texas (Seal)

My Commission Expires: 07/19/2020



EXHIBIT A

To Memorandum of Lease

Land

LEGAL DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Adjusted Outparcel 2 as shown on the Record of Survey to Support a Boundary Line Adjustment for Edgar S. Roberts, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on September 8, 2003, in Book 903, Page 3071, as Document No. 589087, Official Records, being more particularly described as follows:

A parcel of land located within the West 1/2 of Government Lot 2 of Section 6 and within Government Lots 14 and 15, Westerly of U.S. Highway 395, of Section 6, Township 14 North, Range 20 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the North 1/16 corner (CC N1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the Southwest corner of 13-210-04 on the Amended Record of Survey for Douglas County #32, recorded July 11, 2000, in the Office of the Recorder of Douglas County, Nevada as Document No. 495561;

Thence along the Southerly line of said West 1/2 of Government Lot 2, North 89°32'09" East 1317.49 feet to the Northeast 1/16 corner (NE 1/16) of said Section 6;

Thence North 00°21'09" East, 107.38 feet;

Thence North 89°44'06" West, 0.59 feet;

Thence North 00°15'54", East 121.97 feet;

Thence along the arc of a curve to the left having a radius of 468.37 feet, central angle of 07°50'03" and arc length of 64.04 feet to the Southwest corner of Adjusted 13-210-04 as shown on the Record of Survey to Support a Boundary Line Adjustment for Edgar S. Roberts recorded February 9, 2001 in said office of Recorder, as Document No. 508502, the POINT OF BEGINNING.

Thence along the arc of a reverse curve to the right having a radius of 437.37 feet, central angle of 07°50'03" and arc length of 59.80 feet;

Thence North 00°15'54" East, 153.36 feet;

Thence East, 277.40 feet to a point on the Westerly right of way of U.S. Highway 395;

Thence along said Westerly right of way, South 07°48'25" West, 214.99 feet to the Southeast corner of said Adjusted 13-210-04;

Thence along the South line of said Adjusted 13-210-04, West, 245.10 feet to the POINT OF BEGINNING

PARCEL 2:

TOGETHER WITH those Easements which among other things, provides for access, ingress and egress as described in that document entitled Easements with Covenants and Restrictions Affecting Land (“ECR”) recorded February 12, 2001, in Book 201, page 2028, as Document No. 508581, Official Records, Douglas County, Nevada.

PARCEL 3:

TOGETHER WITH that Mutual Easement and Use Agreement described as follows:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land for non-exclusive pedestrian, vehicular ingress and egress, and storm drainage purposes located within a portion of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of Adjusted 13-210-02 (also known as Outparcel 1) as shown on the Record of Survey to Support a Boundary Line Adjustment for Edgar S. Roberts recorded February 9, 2001 in said office of Recorder, as Document No. 508502;

Thence along the westerly line of said Outparcel 1, South $00^{\circ}15'54''$ West, 96.60 feet to the southwest corner of Adjusted A.P.N. 1420-06-502-003 (also known as Adjusted Outparcel 1), also being the northwest corner of Adjusted A.P.N. 1420-06-502-004 (also known as Adjusted Outparcel 2) as shown on the Record of Survey to Support a Boundary Line Adjustment for Edgar S. Roberts recorded September 8, 2003 in said office of Recorder as Document No. 589087, the POINT OF BEGINNING;

Thence along said westerly line of Outparcel 1, North $00^{\circ}15'54''$ East, 30.50 feet;

Thence South $89^{\circ}44'06''$ East, 48.00 feet;

Thence South $00^{\circ}15'54''$ West, 28.28 feet;

Thence along a line 2 feet northerly of and parallel with the common line between Adjusted Outparcel 1 and Adjusted Outparcel 2, EAST, 205.00 feet;

Thence SOUTH, 4.00 feet;

Thence along a line 2 feet southerly of and parallel with said common line between Adjusted Outparcel 1 and Adjusted Outparcel 2, WEST, 205.02 feet;

Thence South $00^{\circ}15'54''$ West, 25.72 feet;

Thence North $89^{\circ}44'06''$ West, 48.00 feet to a point on the westerly line of said Adjusted Outparcel 2;

Thence along said westerly line of Adjusted Outparcel 2, North $00^{\circ}15'54''$ East, 27.50 feet to the POINT OF BEGINNING.

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Document No. 591900 is provided pursuant to the requirements of Section 6 NRS 111.312.