12671366 12/4/2017 9:19:00 AM \$17.00 Book - 10625 Pg - 8122-8125 ADAM GARDINER Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 4 P.

### **Rent Commencement Agreement**

**After Recording Return To:** 

BOYER SOUTH SALT LAKE CROSSING, L.C. 101 SOUTH 200 East, SINTE 200 Salt Lake City, ut 84111-3104

This Space Reserved for Recording Purposes

#### RENT COMMENCEMENT AGREEMENT

THIS RENT COMMENCEMENT AGREEMENT (this "Agreement"), is made and entered into as of the date of the last execution hereof, which date is the 27th day of Northly, 2017, by and BOYER SOUTH SALT LAKE CROSSING, L.C., a Utah limited liability company ("Landlord"), and WINCO FOODS, LLC, a Delaware limited liability company ("Tenant").

#### WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated November 13, 2015 (as amended, the "Lease"), which Lease is evidenced by a Memorandum of Lease dated as of an even date with the Lease and which has been recorded as Instrument No.12483781 in the Official Records of Salt Lake County, Utah (the "Memorandum"), covering premises located in the City of South Salt Lake, Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises").

WHEREAS, the Lease and the Memorandum provided for the execution and recording of a Rent Commencement Agreement establishing the actual date of the commencement of Rent for the Term of the Lease, which date is also used to fix the duration of the Initial Term of the Lease.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

a) For all purposes of the Lease, the "Rent Commencement Date" shall mean November 9, 2017. The Initial Term shall have commenced on the date of the Lease and shall run until 11:59 p.m. (local time) on the day prior to the twentieth (20th) anniversary of the Rent Commencement Date. The Initial Term is subject to Tenant's option to renew for up to six (6) additional option periods (each an "Extension Term", and collectively, the "Extension Terms" of five (5) years each (the Initial Term and any exercised Extension Term(s) are collectively referred to herein as the "Term"). As used herein, the term "Expiration Date" shall be the date upon which the Term of this Lease expires.

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**RENT COMMENCEMENT AGREEMENT - 1** 

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- b) All capitalized terms not defined herein shall have the meanings given to such terms in the Lease.
- c) Except as supplemented hereby, the Lease and the Memorandum are hereby ratified and affirmed and the same remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Rent Commencement Agreement effective as of the day and year above written.

## LANDLORD:

BOYER SOUTH SALT LAKE CROSSING, L.C., a Utah limited liability company

By: The Boyer Company, L.C.

Its: Manager

Name: Brian Gochnour Manager

Its: \_\_\_\_\_

#### TENANT:

WINCO FOODS, LLC, a Delaware limited liability company

Walled M Rutle A

Its: CFO

[Notary acknowledgments follow on next page.]

STATE OF UTAH )
COUNTY OF SALT LAKE )
On November 22, 2017, before me, a notary public, personally appeared brian Gochnour, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of
WITNESS my hand and official seal.
BEVERLY BOTT  Notary Public State of Utah My Commission Expires on: January 22, 2018 Comm. Number: 673835
STATE OF IDAHO ) )ss. COUNTY OF ADA )
On this 17th day of November, 2017, before me, a Notary Public, personally appeared
WINCO FOODS, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same or behalf of said limited liability company.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Jul Silver
Notary Public Residing at Bo'se
Residing at Bo'se ID  Comm. Expires 9/28/2023  **ENDRA SMITH

#### **EXHIBIT A**

# Legal Description of the Premises

Boyer South Salt Lake Lot 1 The Crossing at South Salt Lake

All of future Lot 1 of the forthcoming The Crossing at South Salt Lake Subdivision being temporarily described metes and bounds as follows:

A parcel of land lying within Lots 10 and 11, Block 40, Ten Acre Plat "A", Big Field Survey in Salt Lake City, Salt Lake County, Utah:

Beginning at a point on the East Line of Main Street as it exists at 40.00 foot half-width located 40.00 feet South 89°53′02″ East along the South Line of said Lot 10 from the Southwest Corner of said Lot 10 of the Ten Acre Plat "A"; and running thence North 0°17′48″ East 359.00 feet along the East Line of Main Street; thence South 89°42′12″ East 122.89 feet; thence North 61°30′00″ East 70.00 feet; thence South 89°42′12″ East 178.80 feet; thence North 0°20′50″ East 6.50 feet; thence South 89°54′07″ East 195.86 feet; thence South 0°20′17″ West 12.50 feet; thence South 89°54′07″ East 129.86 feet to the West Line of State Street; thence South 0°19′44″ West 39.50 feet along said West Line of State Street; thence North 89°54′07″ West 145.41 feet; thence South 75°12′00″ West 88.80 feet; thence South 37°42′00″ West 14.72 feet; thence South 0°19′44″ West 278.00 feet; thence South 89°54′07″ East 60.07 feet; thence South 0°19′44″ West 192.62 feet; thence North 89°53′02″ West 24.45 feet; thence South 0°19′44″ West 179.59 feet; thence North 89°42′12″ West 483.89 feet to the East Line of Main Street; thence North 0°17′48″ East 337.06 feet along said East Line to the point of beginning.

Contains 352,743 sq. ft. or 8.098 acres