

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
AND WHEN RECORDED MAIL TO:
FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
1 E. WASHINGTON ST., SUITE 450
PHOENIX., AZ 85004

12032207
4/17/2015 11:18:00 AM \$22.00
Book - 10315 Pg - 6284-6290
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

Escrow No.: Z1518802
mnt 44972

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Instrument Prepared By
and Upon Recordation return to:
Shopko Stores Operating Co., LLC
700 Pilgrim Way
Green Bay, Wisconsin 54304
Attn. Legal Department

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) made as of the 15th day of April, 2015, by and between SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company (“Tenant”), and WEST JORDAN PROPERTY, LLC, a Delaware limited liability company (“Landlord”).

WITNESSETH:

1. **Premises.** Landlord and Tenant have entered into a lease (“Lease”) dated April 15, 2015, for that certain real property lying, being and situate in the County of Salt Lake, City of West Jordan, State of Utah, more particularly described on EXHIBIT A attached hereto and made a part hereof, together with the buildings and improvements located thereon (the “Premises”).
2. **Term and Renewal Options.** The Lease has an initial term with respect to the premises that expires on May 31, 2026, subject to extension (at Tenant’s option) as provided therein for two (2) successive additional periods of ten (10) years each.
3. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.
4. **Binding Effect.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

ACKNOWLEDGMENT

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 Los Angeles)

On April 13, 2015 before me, Beth Rotondo, Notary Public
(insert name and title of the officer)

personally appeared Sean Armstrong
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beth Rotondo (Seal)



Memorandum of Lease

ACKNOWLEDGMENT

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 Los Angeles)

On April 13, 2015 before me, Beth Rotondo, Notary Public
(insert name and title of the officer)

personally appeared Peter Aronson
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beth Rotondo (Seal)



Memorandum of Lease

TENANT:

SHOPKO STORES OPERATING CO., LLC, a
Delaware limited liability company

By: *[Signature]*
Print Name: Russell Steinhorst
Print Title: SVP / CFO

STATE OF Wisconsin)
)SS:
COUNTY OF Brown)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Russell Steinhorst as SVP / CFO of SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said company.

WITNESS my hand and official seal this 14 day of April, 2015.

[Signature]
Notary Public
State of Wisconsin
My Commission expires: ~~is permanent.~~



EXHIBIT "A"

(Legal Description)

Real property in the City of West Jordan, County of Salt Lake, State of Utah, described as follows:

Parcel 1:

Lot 1, SHOPKO 9000 SOUTH STREET SUBDIVISION, according to the official plat thereof on file and of record recorded December 14, 2006 as Entry No. 9940027 in Book 2006P at Page 381 in the office of the Salt Lake County Recorder.

Parcel 1A;

Together with non-exclusive easement rights created by Amended and Restated Declaration of Restrictions and Grant of Easements recorded June 05, 1987 Instrument No. 4470260 in Book 5927 at Page 840, First Amendment recorded July 18, 1988 as Instrument No. 4650833 in Book 6047 at Page 2288, Second Amendment recorded November 09, 1994 Instrument No. 5963096 in Book 7052 at Page 1649, Third Amendment recorded May 01, 2000 Instrument No. 7629216 in Book 8358 at Page 8483 and Fourth Amendment recorded December 15, 2006 Instrument No. 9942421 in Book 9395 at Page 6362 of the official records.

P01474

QB34510560.2

West Jordan, UT

BK 10315 PG 6290