

RETURNED

APR 28 1988

E# 823270 BK 1231 PG 625
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1988 APR 28 3:22 PM FEE 13.00 DEP REC
REC'D FOR CARDON LAND TITLE

E# 825186 BK 1235 PG 272
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1988 MAY 18 9:13 AM FEE 14.00 DEP REC
REC'D FOR CARDON LAND TITLE

MEMORANDUM OF LEASE

RETURNED

MAY 18 1988

Between

SMITH'S FOOD KING PROPERTIES, INC.,
a Utah corporation
1544 South Redwood Road
Salt Lake City, Utah 84104

and

SMITH'S MANAGEMENT CORP.,
a Utah corporation
1544 South Redwood Road
Salt Lake City, Utah 84104

This Lease has been assigned to and is subject to a security interest in favor of Aetna Life Insurance Company under that certain Assignment of Lease dated as of March 1, 1988, whose post office address is CityPlace, Hartford, Connecticut 06156, Attention: Aetna Bond Investors YFC4, and all subsequent registered holders of the Notes secured thereby.

The property secured is located in the County of Davis, State of Utah.

This Memorandum of Lease has been executed in three counterparts of which this is counterpart No. 1.

Retail Grocery and Drug Facility
(Farmington, Utah)

THIS MEMORANDUM OF LEASE, dated as of March 1, 1988, between SMITH'S FOOD KING PROPERTIES, INC., a Utah corporation (herein, together with any corporation succeeding thereto by consolidation, merger, or acquisition of its assets substantially as an entirety, called "Landlord"), having an address at 1544 South Redwood Road, Salt Lake City, Utah 84104, and SMITH'S MANAGEMENT CORP., a Utah corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called "Tenant"), having an address at 1544 South Redwood Road, Salt Lake City, Utah 84104.

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a lease dated as of the date hereof (herein called the "Lease Agreement," which Lease Agreement, together with this Memorandum of Lease, is herein called the "Lease"), whereby Landlord has let and demised to Tenant, for the Initial Term, Primary Term and Extended Term hereinafter described, the premises (herein called the "Premises") consisting of (i) the land described in Schedule A hereto, (ii) all buildings and other improvements thereon, and (iii) all easements, rights and appurtenances relating thereto; and Landlord has therein granted to Tenant certain rights and options to purchase the Premises and Tenant has undertaken to purchase the Premises under certain circumstances; and a copy of the Lease Agreement is being held by Tenant at its office at its address stated above; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease, which is to be recorded in order that third parties may have notice of the estate of Tenant in the Premises and of the Lease Agreement;

NOW, THEREFORE, in consideration of the rents and covenants provided for in the Lease Agreement to be paid and performed by Tenant, Landlord does hereby let and demise unto Tenant the Premises.

The Initial Term of this Lease shall commence on April 29, 1988 and shall end at midnight on April 30, 1988.

The Primary Term of this Lease shall commence on the expiration of the Initial Term and shall end at midnight on May 1, 2003.

Tenant is hereby given the option to extend the term of this Lease beyond the Primary Term for up to four consecutive Extended Terms of five years each, at the rentals and upon the terms and conditions set forth in the Lease Agreement. The Tenant shall exercise its option to extend the term of this Lease for one or more Extended Terms by giving notice thereof to Landlord not less than six months prior to the expiration of the then existing term. The entire term of this Lease shall not extend beyond midnight on May 1, 2023.

Tenant shall have the right during the term hereof to make additions to and alterations of the buildings and other improvements to the Premises and to construct upon the Premises additional buildings and other improvements and make substitutions therefor and replacements thereof, all as provided in the Lease Agreement.

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All the terms, conditions, provisions and covenants of the Lease Agreement are incorporated in this Memorandum of Lease by reference as though written out at length herein, and both the Lease Agreement and this Memorandum of Lease shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be signed and sealed as of the date first above written.

SMITH'S FOOD KING PROPERTIES, INC.

By [Signature]
Printed Name: Jeff Smith
Its President

as LANDLORD



ATTEST:

[Signature]
Printed Name: Peter H. Barth
Its Asst. Secretary

SMITH'S MANAGEMENT CORP.

By [Signature]
Printed Name: Jeff Smith
Its President

as TENANT



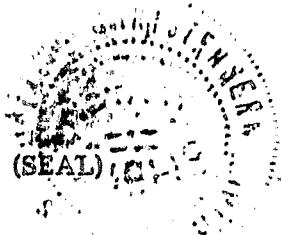
ATTEST:

[Signature]
Printed Name: Peter H. Barth
Its Asst. Secretary

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I, Mary Jo Christensen, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeff Smith and Peter H. Barth, personally known to me to be the same persons whose names are respectively, as President and Assistant Secretary of SMITH'S FOOD KING PROPERTIES, INC., a Utah corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 26th day of April, 1988.



Mary Jo Christensen
Notary Public
Printed Name: Mary Jo Christensen

Commission expires:
August 6, 1988

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I, Mary Jo Christensen, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeff Smith and Peter H. Barth, personally known to me to be the same persons whose names are respectively, as President and Assistant Secretary of SMITH'S MANAGEMENT CORP., a Utah corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 26th day of April, 1988.



Commission expires:
August 6, 1988

Mary Jo Christensen
Notary Public
Printed Name: Mary Jo Christensen

DESCRIPTION OF REAL PROPERTY

Beginning on the Westerly line of Foxglove Road at a point South 89°45'50" West 1164.04 feet along the Section line from the South Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence South 21° East 115.86 Feet along the Westerly line of said road; thence Southeasterly 46.21 feet along the arc of a 330.96 foot radius curve to the right along said road (Chord bears South 17° East 46.17 feet); thence South 69° West 60 feet; thence North 21° West 182.30 feet; thence South 69° 00' West 10.00 feet; thence North 21° 00' West 40.00 feet; thence South 69° West 461.94 feet, more or less, to the Northeasterly line of State Highway 89; thence North 21°26'40" West 325.0 feet along said Highway line; thence North 69° East 292.522 feet; thence North 21°00' West 5.676 feet; thence North 69°00' East 15.833 feet; thence South 21°00' East 0.866 feet; thence North 69°00' East 59.65 feet; thence North 21° West 74.99 feet; thence North 69° East 15.0 feet; thence North 21° West 70.0 feet; thence North 69° East 120.37 feet to a fence line and a point South 89°54'32" West from the intersection of two fence lines 484.0 feet North and 811.34 feet West of a brass cap marking the South Quarter Corner of said Section 12; thence North 89°54'32" East 36.73 feet along said fence line; thence South 21° East 522.26 feet along the Westerly line of proposed road and the Westerly line of said Foxglove Road to the point of beginning.

COUNTY OF DAVIS,
STATE OF UTAH.

08-043-0087

08-051-0069

T. 08-051-0073

Address of Property: 1316 North Highway 89
Farmington, Utah

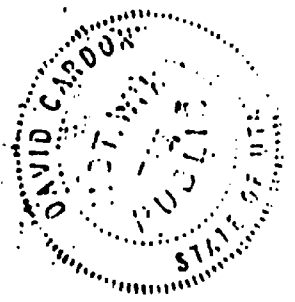
STATE OF UTAH)
) ss.
County of Weber)

On the 16th day of MAY , 1988, personally appeared before me
JEFF SMITH and PETER H. BARTH
who, being by me duly sworn, did say that they are the PRESIDENT
and ASST. SECRETARY , respectively, of SMITH'S FOOD KING PROPERTIES, INC.
a corporation and that this instrument was initialed on behalf of said
corporation by authority of a resolution of its board of directors and said
JEFF SMITH and PETER H. BARTH each
duly acknowledged to me that said corporation executed the same.

[Handwritten Signature]

NOTARY PUBLIC

RESIDING AT: OGDEN, UTAH
COMMISSION EXPIRES: 7/13/88



STATE OF UTAH)
) ss.
County of Weber)

On the 16th day of MAY , 1988, personally appeared before me
JEFF SMITH and PETER H. BARTH
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JEFF SMITH and PETER H. BARTH each
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[Handwritten Signature]

NOTARY PUBLIC

RESIDING AT: OGDEN, UTAH
COMMISSION EXPIRES: 7/13/88

