

After recording return to:
Philip M. Roberts
Ryan, Swanson & Cleveland
1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3034

ENT 23657 BK 2935 PG 145
NINA B REID UTAH CO RECORDER BY MB
1992 MAY 14 2:39 PM FEE 10.00
RECORDED FOR TITLE WEST

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE, made as of April 17, 1992, by and between UNIVERSITY SQUARE ASSOCIATES, LTD., a Utah limited partnership ("Landlord") and ERNST HOME CENTER, INC., a Washington corporation ("Tenant"),

WITNESSETH:

IN CONSIDERATION of the rents reserved in that certain Lease Agreement between the parties dated September 11, 1991, and of the terms, covenants, conditions and agreements on the part of Tenant therein, Landlord leases to Tenant certain real property located in the City of Orem, County of Utah, State of Utah, upon which Landlord will construct a building to be use for Tenant's super hardware-building materials-nursery type home center store, which property is designated in said Lease Agreement and located on a portion of the real property described on Exhibit A attached hereto and made a part hereof; together with all and singular the building or buildings, privileges and advantages, with any and all appurtenances belonging or in any way appertaining to the real property hereby leased, including the right in Tenant, its successors, assigns, subtenants, employees, customers, licensees and invitees to use the parking areas, sidewalks, common areas and access areas to and from public streets and highways.

TO HAVE AND TO HOLD the premises for the initial term of twenty (20) years, ending at the time indicated in the Lease Agreement, with options to extend the term for three (3) additional periods of ten (10) years each, upon the terms, covenants and conditions specified in the Lease Agreement.

This Amended Memorandum of Lease amends that certain Memorandum of Lease between the parties hereto dated September 11, 1991, and recorded on September 19, 1991, as Entry No. 37208, in Book 2835, at Page 405, records of the Utah County Recorder, by amending and correcting the legal description attached thereto as Exhibit A. The correct legal description is attached hereto as Exhibit A.

TW 3811

IN WITNESS WHEREOF, the parties executed this instrument the date first above written.

"LANDLORD"

UNIVERSITY SQUARE ASSOCIATES, LTD.,
a Utah limited partnership

By: UNIVERSITY SQUARE ASSOCIATES,
INC., its sole General Partner

By: *J. Rees Jensen*
J. Rees Jensen, President

"TENANT"

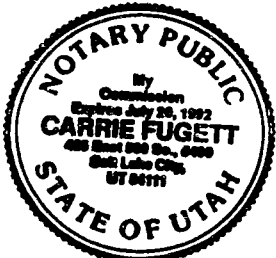
ERNST HOME CENTER, INC.,
a Washington corporation

By: *Michael J. Baumann*
Michael J. Baumann,
Executive Vice-President, CFO

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that J. REES JENSEN signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of UNIVERSITY SQUARE ASSOCIATES, INC., a corporation which is the sole general partner of UNIVERSITY SQUARE ASSOCIATES, LTD., a Utah limited partnership, to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on *August 8*, 1992.



Carrie Fugett
Notary Public in and for the
State of Utah
My appointment expires *7/20/92*

STATE OF WASHINGTON)

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COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that MICHAEL J. BAUMANN signed this instrument, on oath stated that he was authorized to execute the instrument as the Executive Vice-President, CFO of ERNST HOME CENTER, INC. and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on April 17, 1992.

Evaone B. Powell
Notary Public in and for the
State of Washington
My appointment expires 6-2-94

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[Handwritten mark]

EXHIBIT A

Lot 1, UNIVERSITY SQUARE, PLAT "C," a Subdivision according to the official plat thereof on file and record in the office of the Utah County, Utah Recorder;

TOGETHER WITH the non-exclusive right of Tenant, its agents, assigns, customers, invitees and employees, of ingress and egress at all times from and to the public streets and/or highways and the use of all parking areas, access areas and common areas by Tenant, its customers, invitees and employees of the real property described in that certain Reciprocal Easement and Operation Agreement recorded April 30, 1991, as Entry No. 15742, in Book 2785, at Page 702 of the official records of Utah County, Utah (the "REA"), and all other beneficial rights which accrue under such REA, and subject to the terms and conditions of such REA.

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