

When recorded, return to:

SFM, LLC  
11811 N. Tatum Blvd.  
Phoenix, AZ 85028  
Attn: Julie Bell  
Location: South Jordan, UT

11807892  
2/21/2014 4:18:00 PM \$48.00  
Book - 10212 Pg - 7899-7913  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 15 P.

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### MEMORANDUM OF LEASE

Notice is hereby given that **SJ MARKETPLACE, LLC**, a Delaware limited liability company ("Landlord"), as successor-in-interest to CCA Acquisition Company, LLC, and **SFM, LLC**, a Delaware limited liability company ("Tenant"), are parties to that certain Shopping Center Lease dated September 6, 2013 ("Lease"), pertaining to certain premises shown on Exhibit A attached hereto and located within the real property described on Exhibit B attached hereto ("Shopping Center").

The Initial Term of the Lease is 10 Lease Years, and Tenant has the option to extend such term for up to 4 Renewal Periods of 5 Lease Years each. Among other things, the Lease grants to Tenant the right along with Landlord and other tenants in the Shopping Center to use the Common Area shown on Exhibit A, including, but not limited to, roads, driveways, sidewalks and parking areas, and grants certain rights with respect to the Pylon Sign(s). The Lease prohibits other Shopping Center occupants and tenants from engaging in (a) the following uses (collectively, "Tenant's Exclusive"): (i) the operation of a grocery store, meat or seafood market or produce market, or the sale of any such items; (ii) the sale of vitamins and supplements, packaged ethnic foods, natural or health foods, or packaged ice cream; (iii) the sale of natural cosmetics, natural health or beauty products; (iv) the sale of packaged beer and wine for off-premises consumption; and (v) the operation of a full service bakery and/or over-the-counter delicatessen offering sliced or butchered meats and cheeses for off-premises consumption; and/or (b) in any of the Prohibited Uses set forth on Exhibit C hereto. Notwithstanding the foregoing, Tenant's Exclusive shall not prohibit sales on an Incidental Basis (defined below), other than fresh meat, seafood and produce for which there is no exception. In addition, Tenant's Exclusive shall not apply to the following: (i) retail stores that primarily sell beauty products such as Sally's, ULTA and Beauty Planet; (ii) pharmacies such as CVS or Walgreens; (iii) fast food, quick serve and sit down restaurants that serve food primarily for on-site consumption so long as such fast food, quick serve or sit down restaurant does not contain and/or is a deli or bakery; and (iv) a gas station such as Maverik with a convenience store that may sell soda, candy and other typical convenience store items but may not sell milk and eggs. "Incidental Basis" means the area dedicated to the sale of such items occupies the lesser of: (a) 250 square feet of Gross Floor Area; or (b) 3% of the sales area of the subject premises; provided not more than 2 linear feet of retail selling space shall be dedicated to the display and sale of any one category of ancillary products. The Lease also imposes certain restrictions relative to building heights and parking ratios as set forth on Exhibit D hereto. Undefined, capitalized terms not otherwise defined in this

Memorandum of Lease have the meanings ascribed to same in the Lease. This Memorandum of Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the 28<sup>th</sup> day of February, 2014.

LANDLORD:

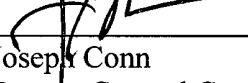
SJ MARKETPLACE, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company

By: \_\_\_\_\_  
Steven Usdan, managing member

TENANT:

SFM, LLC, a Delaware limited liability company

By:   
\_\_\_\_\_  
Joseph Conn  
Deputy General Counsel – Real Estate


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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the 28<sup>th</sup> day of February, 2014.

LANDLORD:

SJ MARKETPLACE, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company

By:   
Steven Usdan, managing member

TENANT:

SFM, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Doug Sanders, Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

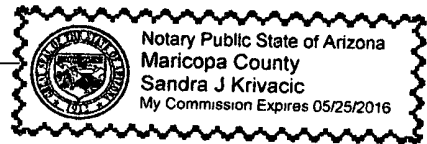
STATE OF ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2014, by Joseph Conn, Deputy General Counsel – Real Estate of SFM, LLC, a Delaware limited liability company, on behalf of Tenant.

Sandra J Krivacic  
Notary Public

My Commission expires:

5/25/16



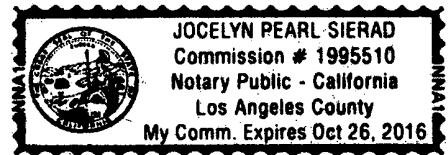
STATE OF California )  
 )  
COUNTY OF Los Angeles )

On February 20, 2014, before me, Jocelyn Sierad, a Notary Public, personally appeared Steven Udan, 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 [Handwritten Signature] (Seal)



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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.

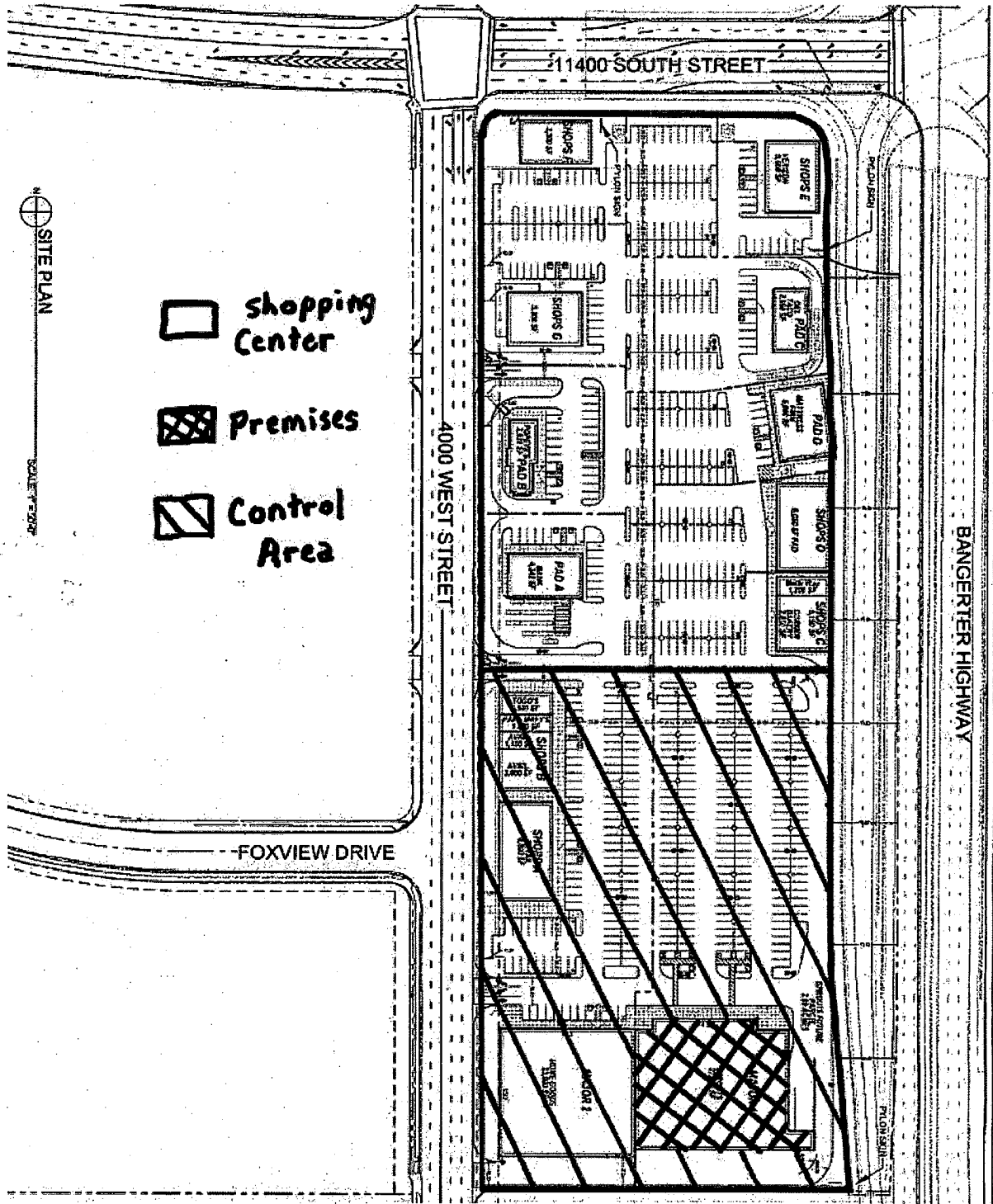
I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT A

SITE PLAN



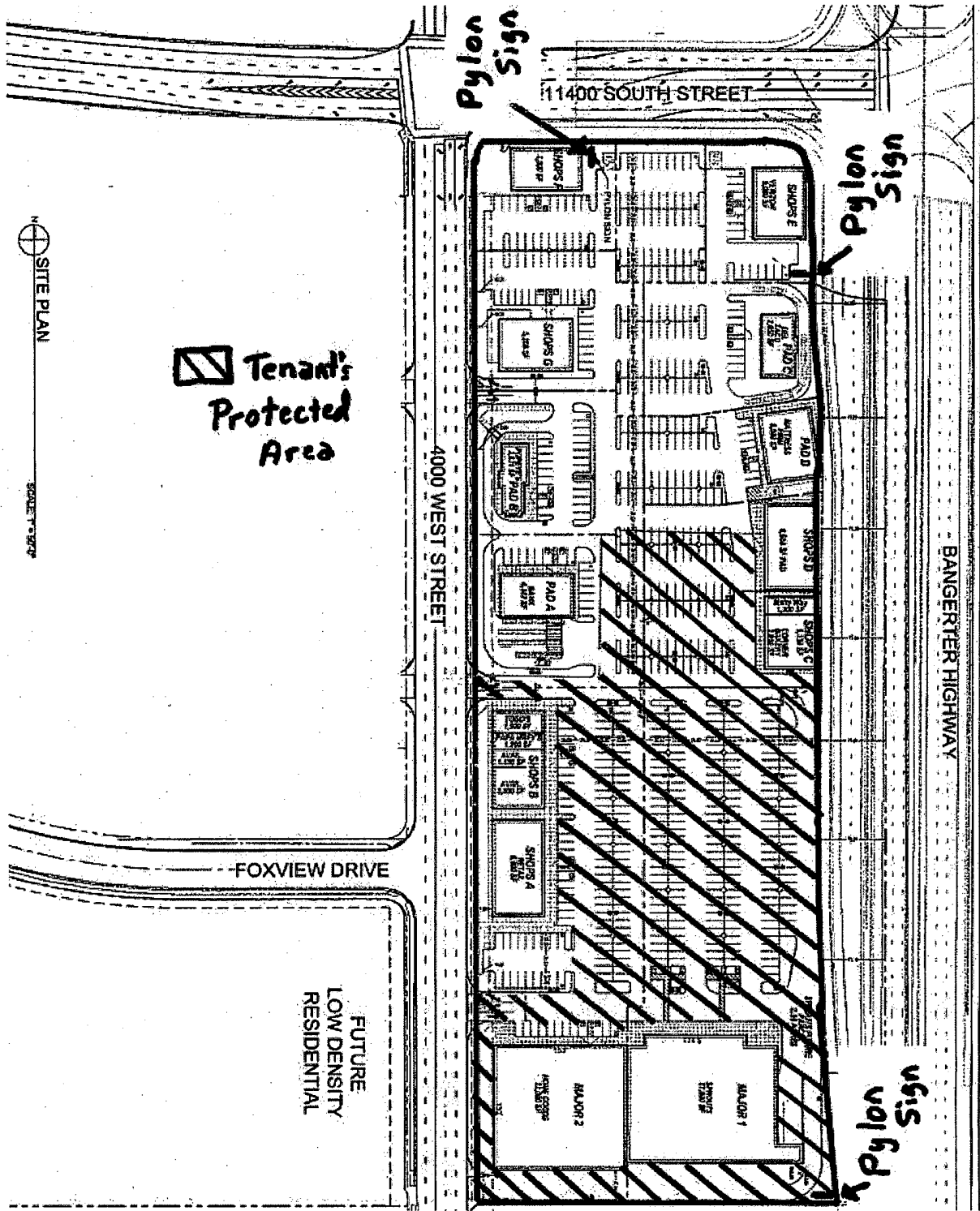


EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

The following described real property situated in Salt Lake County, Utah:

**LOT 3**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 167.20 FEET; THENCE SOUTH 89°49'25" EAST 144.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'40" A DISTANCE OF 78.40 FEET (CHORD BEARS SOUTH 44°54'05" EAST 70.61 FEET); THENCE SOUTH 00°01'15" WEST 116.48 FEET; THENCE SOUTH 89°55'21" WEST 194.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,878 SQ. FT. OR 0.732 ACRES.

**LOT 4**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 194.20 FEET; THENCE SOUTH 00°01'15" WEST 44.09 FEET; THENCE SOUTH 03°47'36" EAST 92.72 FEET; THENCE SOUTH 81°55'21" WEST 153.65 FEET; THENCE SOUTH 89°55'21" WEST 47.97 FEET; THENCE NORTH 00°04'39" WEST 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,452 SQ. FT. OR 0.676 ACRES.

**LOT 5**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 392.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 47.97 FEET; THENCE NORTH 81°55'21" EAST 153.65 FEET; THENCE SOUTH 03°47'36" EAST 87.68 FEET; THENCE SOUTH 00°01'15" WEST 24.11 FEET; THENCE SOUTH 81°55'21" WEST 113.41 FEET; THENCE SOUTH 89°55'21" WEST 93.47 FEET; THENCE NORTH 00°04'39" WEST 106.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,429 SQ. FT. OR 0.515 ACRES.



**LOT 6**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 112.00 FEET; THENCE NORTH 89°55'21" EAST 93.47 FEET; THENCE NORTH 81°55'21" EAST 113.41 FEET; THENCE SOUTH 00°01'15" WEST 118.73 FEET; THENCE SOUTH 89°55'21" WEST 101.57 FEET; THENCE SOUTH 00°04'39" EAST 9.05 FEET; THENCE SOUTH 89°55'21" WEST 104.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,999 SQ. FT. OR 0.528 ACRES.

**LOT 7**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 104.00 FEET; THENCE NORTH 00°04'39" WEST 9.05 FEET; THENCE NORTH 89°55'21" EAST 101.57 FEET; THENCE SOUTH 00°01'15" WEST 110.05 FEET; THENCE SOUTH 89°55'21" WEST 205.38 FEET; THENCE NORTH 00°04'39" WEST 101.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,671 SQ. FT. OR 0.497 ACRES.

**LOT 8 – SPROUTS**

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.43 FEET AND EAST 229.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 209.38 FEET; THENCE SOUTH 00°01'15" WEST 255.65 FEET; THENCE SOUTH 02°15'47" EAST 30.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°09'04" A DISTANCE OF 222.02 FEET (CHORD BEARS SOUTH 03°50'19" EAST 222.00 FEET) TO A POINT ON THE ARC OF A 4025.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'17" A DISTANCE OF 101.01 FEET (CHORD BEARS SOUTH 03°51'58" EAST 101.01 FEET); THENCE SOUTH 89°55'21" WEST 246.50 FEET; THENCE NORTH 00°04'39" WEST 231.25 FEET; THENCE NORTH 89°55'21" EAST 15.17 FEET; THENCE NORTH 00°04'39" WEST 377.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 134,210 SQ. FT. OR 3.081 ACRES.

**LOT 9**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 166.00 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 38.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 158.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 30.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,450 SQ. FT. OR 0.722 ACRES.

**LOT 10**

BEGINNING AT A POINT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 30.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 152.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 7.92 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,543 SQ. FT. OR 0.747 ACRES.

**LOT 11**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 174.92 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 7.92 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 167.00 FEET; THENCE SOUTH 89°55'21" WEST 191.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 33,156 SQ. FT. OR 0.761 ACRES.

**LOT 12**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 187.00 FEET; THENCE SOUTH 00°04'39" EAST 377.00 FEET; THENCE SOUTH 89°55'21" WEST 15.17 FEET; THENCE SOUTH 00°04'39" EAST 231.25 FEET; THENCE SOUTH 89°55'21" WEST 171.83 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 608.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 110,235 SQ. FT. OR 2.531 ACRES.

**LOT 15**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 196.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 109.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°15'14" A DISTANCE OF 31.50 FEET (CHORD BEARS NORTH 45°02'58" EAST 28.35 FEET); THENCE SOUTH 89°49'25" EAST 170.91 FEET; THENCE SOUTH 00°04'39" EAST 167.20 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 38.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,888 SQ. FT. OR 0.594 ACRES.

## EXHIBIT C

### PROHIBITED USES

The following uses (collectively, "**Prohibited Uses**") are prohibited in any portion of the Shopping Center, except as set forth below:

- a. any so-called single price point discount or discount dollar stores (such as Dollar Tree, 99 Cents and More, Family Dollar, Dollar General, or any stores with a similar business plan or similar operation) to be located in or operate in the Shopping Center;
- b. any use causing unreasonably loud noises (including any business using exterior loud speakers);
- c. manufacturing facility;
- d. dry cleaner (excluding [i] 1 dry cleaner which does not use perchloroethylene or any other Hazardous Substances or [ii] 1 facility for drop off and pick up of clothing cleaned at another location, provided neither of the foregoing uses shall be located within a 300 foot radius of the Premises);
- e. any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles;
- f. car wash, tire store, automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks shall not be located within the Control Area;
- g. used clothing or thrift store, a "Salvation Army" or "Goodwill" type store or similar business, or a "second hand" store where principle business is selling used merchandise;
- h. a donation drop-off facility;
- i. a "surplus" store selling under stock or overstock merchandise or liquidation outlet;
- j. amusement center, carnival, virtual reality, laser tag, jump/trampoline facility, game arcade, or a children's recreational facility or play center of any kind, including, but not limited to, concepts such as "Boomerang's," "Funtastic," "Chuck E. Cheese," "Jump Zone" and "Peter Piper Pizza," or other stores operating under similar business plans and operations, provided only one such use shall be permitted in the Shopping Center and shall not be located within a 400 foot radius of the Premises;
- k. spa or massage parlor (excluding (i) 1 "Massage Envy" or similar therapeutic massage retailer operating in a first-class manner);
- l. sale of adult products, and adult book or audio/video products store (which shall be defined as stores with at least 10% of the inventory or which is not available for sale or

rental to children under the age of majority in the state in which the Premises is located because such inventory explicitly deals with or depicts human sexuality);

- m. mortuary or funeral parlor;
- n. coin operated laundry;
- o. cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged (excluding the sale of alcoholic beverages in conjunction with the operation of a restaurant not prohibited under this Lease and excluding the sale of alcohol for off-premises consumption by a convenience store that is located outside of the Control Area);
- p. night club and dance hall;
- q. cinema, theater, auditorium and meeting hall shall only be prohibited in the Control Area;
- r. health club, gym or exercise facility (except a health club occupying 5,000 square feet or less of Gross Floor Area) shall be prohibited in the Control Area;
- s. bowling alley, pool hall, or skating rink;
- t. animal raising or storage facility (except incidental to a full-line retail pet supply store), veterinary services and vaccination clinics and overnight stay pet facilities (except that a national/regional pet store such as PetSmart or Petco and a veterinary clinic occupying less than 3,000 square feet of Gross Floor Area shall be permitted);
- u. pawn shop, auction house, swap meet, or junk yard;
- v. the drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- w. hotels or lodging facilities intended for human use;
- x. church;
- y. gun range or shooting club;
- z. day-care facility, educational facility or School (defined below) (excluding 1 "Sylvan," "Kumon" or similar tenant operating in a first-class manner, provided such use may not be located within a 300 foot radius of the Premises, and further provided such use may not occupy more than 2,500 square feet of Gross Floor Area, "School" means a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers;
- aa. drive-throughs shall be prohibited in the Control Area;
- bb. restaurants or any other use that requires more than 5 parking spaces per 1,000 square feet of Gross Floor Area shall be prohibited within the Control Area, except a "fast casual" (defined below) restaurant occupying up to 4,000 square feet of Gross Floor Area shall

be permitted in the Control Area so long as such fast casual restaurant is not located in-line with the Premises. A "fast casual" restaurant shall mean a restaurant without table service (table service being a waiter or waitress taking food orders from customers and then bringing food orders to customers) and which does not sell alcohol;

cc. any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets, frozen food locker or sales facility, milk distribution center;

dd. nursing home, old age center, or governmental facility (other than a post office and State of Utah offices typically found in grocery anchored shopping centers in the greater Salt Lake City, Utah area), recruiting center (other than U.S. military) or employment center shall be prohibited in the Control Area; and

ee. offices (other than retail offices typically found in shopping centers such as insurance offices, tax preparation offices such as H&R Block, etc. and other than medical office typically found in shopping centers such as a dentist, orthodontist, optometrist, etc. occupying in the aggregate no more than 3,500 square feet of Gross Floor Area) shall be prohibited in the Control Area.

To determine whether a use which is otherwise prohibited within a specified radius of the Premises is in fact in violation of such radius restriction, the measurement taken shall be the distance from the building (from the point nearest the Premises) from which such alleged Prohibited Use is occurring to the point of the Premises closest to such building. To the extent this Exhibit C expressly permits any of the Prohibited Uses to be conducted by a limited number of users, existing tenants shall count towards such limit.

EXHIBIT D

PARKING RATIOS AND BUILDING HEIGHTS

1. The Common Area shall at all times contain no less than the sum of 5.2 parking spaces per 1,000 square feet of Gross Floor Area for the entire Shopping Center, plus any additional parking spaces required by Applicable Laws. Landlord shall require all tenants in the Shopping Center to cause their employees to park in areas outside of the Tenant Protected Area. Each parking space shall be at least 9 feet from center to center and 18 feet from end to end, except for handicapped parking spaces as may be required by Applicable Laws and except that up to 10% of the parking spaces in the Shopping Center may be smaller for compact cars in accordance with Applicable Laws, provided: (a) the 100 parking spaces closest to the front entrance of the Premises shall remain full sized, unless otherwise specifically shown on Exhibit A; and (b) the total area devoted to parking in Tenant's Protected Area shall not be diminished as a result of the conversion of any full-sized parking spaces depicted on Exhibit A. The 2 closest parking spaces to the front entrance of the Premises shall be handicap designated. The slope of the parking areas and drive aisles shall not exceed 4%; provided that the slope of the parking areas shall not exceed 2% within 100 feet of the front wall of the Premises and in all handicap accessible areas.
  
2. No building in the Shopping Center shall contain more than 1 structural story in height (including mezzanine). The height of the building adjacent to the Premises shall not be greater than the height of the Premises, and buildings on pad sites or an "Outparcel" designated on Exhibit A within the Control Area shall not exceed 18 feet in height.

27-20-302-002