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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/02/2016 11:57 AM
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DEP RT REC'D FOR ADVANCE AUTO PARK
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03-025-0118

Prepared By and Once Recorded return to:

Advance Stores Company Incorporated
5008 Airport Road
Roanoke, VA 24012
Attn: Legal Department, Tony Byrd

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 15 day of June, 2016, between K.S.G. BOUNTIFUL, LLC, a Utah limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated June 15, 2016 whereby Landlord has leased to Tenant that certain premises located on that certain real property, located in Davis County, State of Utah (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of ten (10) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.

- II. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- III. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- IV. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

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EXHIBIT "A"

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Davis, State of Utah, and is described as follows:

BEGINNING ON THE NORTH LINE OF 500 SOUTH STREET AT A POINT 13.33 CHAINS WEST FROM THE SOUTHEAST CORNER OF LOT 4, BLOCK 3, NORTH MILL CREEK PLAT, BOUNTIFUL CITY, UTAH, AND RUNNING THENCE EAST 127.77 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID 500 SOUTH STREET TO THE WEST LINE OF 250 WEST STREET; THENCE NORTH 165.0 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID 350 WEST STREET TO THE SOUTH LINE OF LYNNHAVEN SUBDIVISION, PLAT "E"; THENCE WEST 127.77 FEET, MORE OR LESS, ALONG SAID SOUTH LINE; THENCE SOUTH 165.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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