

WHEN RECORDED, MAIL TO:

Bank of American Fork
Attn: Randall D. Benson
195 E. 6100 S.
Murray, Utah 84107

ENT 23345:2008 PG 1 of 12
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Feb 28 11:38 am FEE 0.00 BY JL
RECORDED FOR SALEM CITY

LEASE AGREEMENT

COME NOW the Salem City Redevelopment Agency (RDA) and Crisp, LLC (Crisp) and effective this 20 day of February, 2008 (the "Effective Date"), hereby contract, covenant, and agree as follows:

1. RDA hereby leases five acres of real property, located at approximately 750 North SR 198, Salem, Utah County, State of Utah, to Crisp, upon the terms and conditions set forth this Lease Agreement, which is hereafter referred to as the "Lease."

2. The property (hereafter the "Property") is more particularly described as follows:

Beginning at a fence corner which lies East 1495.22 feet and North 914.61 feet, according to Utah Coordinate Bearings, Central Zone, from the West One Quarter Corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 89°14'50" East 580.64 feet along an existing fence to a fence on the westerly line of State Road 198; thence North 23°02'16" East 387.85 feet along said fence; thence North 88°21'00" West 731.38 feet; thence South 0°12'00" West 370.35 feet to the point of beginning.

3. The term of this Lease shall be for fifty years, unless earlier terminated pursuant to the terms hereof.

4. RDA is entering into this Lease pursuant to the terms and provisions of that certain

Agreement for Disposition and Development of Land dated February 20, 2008, between Crisp and the Agency (the "ADL"), and, in addition to the obligations of Crisp under this Lease, in consideration of the obligations of Crisp under and pursuant to the ADL. Consequently, a default or breach of the ADL by Crisp shall be considered a default or breach of this Lease. So long as Crisp is not in default or breach of the terms of this Lease or the ADL, the rent payable for the lease of the Property shall be \$1.00 per year.

5. Crisp shall comply with all of its obligations under and pursuant to the ADL, and shall construct, within twelve months from the Effective Date, a minimum 39,000 square foot building to be used as the full service grocery store referred to in the ADL. In order to protect RDA's investment, as set forth herein and in the ADL, the architectural style, rooflines and front facade of the building to be constructed on the Property by Crisp shall be subject to prior approval by RDA. Landscaped areas in the front of the building and parking lot are required by zoning ordinance. The exact location and amount of said landscaped areas shall be subject to prior approval by RDA. Such approvals must be requested and obtained by Crisp during the process of obtaining site plan approval from Salem City. Construction shall comply with applicable building codes and any construction standards of Salem City.

6. The subject grocery store shall be continuously operated in the building during the lease term. The grocery store must contain, at a minimum, a full service pharmacy, a deli, a bakery, and a meat department.

7. At the end of the lease term, or earlier termination thereof, the building and all fixtures therein shall become the property of RDA. Crisp may mortgage its leasehold interest obtained by and through this Lease in order to construct improvements on the Property and to provide working capital to meet its obligations under this Lease and the ADL, subject to the limitations

and restrictions set forth below. Any mortgage or similar encumbrance shall be subject to the following conditions:

a. Any mortgage, trust deed and note or other encumbrance of the leasehold interest entered into by Crisp or any successor must provide that the mortgage, trust deed and note or other encumbrance shall be fully satisfied, paid off and discharged prior to December 31, 2042.

b. In the event of default of the mortgage of Crisp's the leasehold interest, the holder of a security or mortgage interest in Crisp's leasehold interest (the "Mortgagee"), shall have ninety days following the receipt of notice of such default to cure any then existing default or breach of this Lease, provided that once the default or breach is cured, any successor owner (via assignment or foreclosure) of the grocery store shall be subject to the thirty day cure provisions of this Lease applicable to Crisp as tenant.

c. The Mortgagee shall have first claim to the proceeds any hazard insurance, provided such proceeds are used to restore and/or rebuild the improvements on the Property for the continued uses authorized by this Lease.

8. This Lease is a triple net lease, meaning that RDA shall have no responsibility for any costs, improvements, maintenance, repair, taxes, insurance or any other cost whatsoever concerning or relating to the Property during the lease term, and Crisp shall have total responsibility for all such costs concerning or relating to the Property during the lease term.

Among other things, Crisp shall have the following obligations with respect to the Property:

a. Crisp shall be solely responsible for all costs or charges for utility services incurred during the term of this Lease.

b. Crisp agrees to repair and maintain the premises, including both the

Property and all improvements thereon, in a reasonably neat, orderly and safe condition, and free from waste, rubbish, snow, or other hazards throughout the term of this Lease. Should Crisp fail to repair and maintain the leased premises in proper condition, the RDA shall so notify Crisp in writing. If Crisp then fails to make such repair or maintenance within ten (10) days after the notice has been sent (or such extended time as agreed by the parties in the circumstances where full repair should be impossible to complete within a ten-day period), RDA may cause such repair or maintenance service to be made. Crisp agrees to pay all RDA's costs incurred thereby and reimburse RDA therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and RDA shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

c. Crisp shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the Property. Should Crisp fail to remove or abate any hazard or nuisance after being notified and requested to do so, RDA may abate said hazard or nuisance and charge the cost thereof to Crisp as provided in paragraph (b) above.

d. Crisp agrees, at its own expense, to cause the Property and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of Crisp to maintain the Property, the building and appurtenances in a clean, neat and orderly condition at all times, and to perform any necessary mowing, including weed removal on the Property and around the perimeter of any structures, to maintain the asphalt, and provide snow removal on the Property during the appropriate periods of the year.

e. Any sign or advertising device shall comply with Salem City's sign ordinance as to size, construction, location and general appearance.

f. Crisp agrees to keep the Property, building, improvements and appurtenances free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of Crisp and Crisp further agrees to indemnify and save RDA harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

g. Crisp shall comply with all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, County, State and Federal Government or agency thereof.

h. Crisp agrees to cause to be removed from the Property, at its own expense, all waste, garbage, and rubbish and agrees not to deposit the same, except temporarily in connection with collection for removal in designated locations as approved with the site plan.

9. Concurrent with the execution of this Lease, Crisp shall; procure and maintain from a reliable insurance company or companies authorized to do business in the State of Utah, a policy or policies of liability insurance in the aggregate minimum amount of the value of the building to be constructed on the Property or such other minimum amount as may be required and agreed to by RDA. The above insurance policy or policies shall contain an endorsement which provides that RDA and Bank of American Fork are named as additional insureds as it pertains to said leasehold. Crisp shall provide RDA and Bank with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by Crisp providing the coverages which affect the leasehold interest in the Property and improvements required under this Lease shall require each insurer to notify RDA by certified mail of any modification, termination or cancellation of any

policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective and the thirty day period shall begin upon the receipt of said notice by RDA. In addition to any other requirements of this Lease, Crisp shall notify RDA of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by Crisp pursuant to this paragraph as soon as Crisp learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by RDA. The procurement of such policy or policies of insurance shall not be construed to be a limitation upon Crisp's liability or a waiver of performance on Crisp's part of the indemnification and hold harmless provisions of this Lease; and Crisp understands and agrees that notwithstanding any policy or policies of insurance it remains Crisp's obligation to protect, indemnify and hold harmless RDA hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, including attorneys fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of Crisp, its officers, agents, employees, licensees or the operations conducted by Crisp, or Crisp's use, misuse or neglect of the premises described herein.

10. Crisp shall pay before delinquency, all taxes, ad valorem taxes, use taxes and fees, license fees, assessments and other charges which are levied and assessed against and upon the Property, the leasehold, improvements, buildings, fixtures, equipment or other property caused or suffered by Crisp to be installed, located or placed upon the leased premises. Crisp shall furnish RDA with satisfactory evidence of these payments upon demand from RDA. Crisp acknowledges that this Lease may create a possessory interest subject to property taxation and

that Crisp will be subject to the payment of property taxes levied on such interest. Crisp agrees to assume and pay any such assessment.

11. In addition to all other remedies available to RDA, this Lease shall be subject to termination by RDA, should one or more of the following events occur:

a. Bankruptcy/Receivership. If Crisp shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against it and it is hereafter adjudicated to be bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of Crisp and its assets pursuant to legal proceedings, or if a court shall take jurisdiction of Crisp and its assets pursuant to proceedings brought under the provisions of the Federal Reorganization Act, or if a Receiver for Crisp's assets is appointed, or if Crisp shall be divested of its rights, powers and privileges under this Lease by other operation of law.

b. Failure to Perform. If Crisp (or Crisp's successor in interest) shall fail to perform, keep and observe any of the covenants and conditions contained in the ADL or this Lease to be performed, kept and observed by it, provided that upon the happening of any contingency recited in this subparagraph, Crisp (or Crisp's successor in interest, if applicable) shall be given written notice to correct or cure such default, failure to perform, or breach and if within thirty (30) days from the date of such notice the default or breach or complaint shall not have been corrected in a manner satisfactory to RDA, then and in such event RDA shall have the right at once to declare this Lease terminated.

12. In the event of a change in the ownership of Crisp's leasehold interest in the Property by way of assignment or as caused by a foreclosure of the mortgage or security interest therein, the successor owner of said tenant's leasehold interest shall retain quiet enjoyment of the Property, the improvements and all appurtenances covered by this Lease, conditional upon the

continued observance of said successor's continued faithful and timely observance of all of the terms and conditions incumbent upon Crisp under this Lease.

13. Crisp is hereby granted an option to purchase the Property during the lease term. Crisp may exercise its option by giving written notice to RDA of its intent. The purchase price shall be based upon the fair market value of the Property at the time the option is exercised. Fair market value shall be determined by the parties obtaining an appraisal by an MAI certified appraiser. The parties shall equally share the cost of the appraisal. If the parties cannot agree on an appraiser, each party shall obtain and pay for the services of an MAI certified appraiser. The purchase price shall be the average of the two appraisals.

14. Notice shall be deemed given when mailed, US Postal Service, certified mail, return receipt requested, and addressed as follows;

If to RDA:

Salem City Redevelopment Agency
Attn: Chairman
30 West 100 South
P.O. Box 901
Salem, Utah 84653

With a copy to

Salem City
Attn: City Attorney
40 South Main
Spanish Fork, Utah 84660

If to Crisp:

Crisp, LLC
Attn: Alan G. Crisp
515 N. Main
Monroe, Utah 84754

With a copy to
Bank of American Fork

625 North Main
Spanish Fork, Utah 84660

And to
Bank of American Fork
Attn: Randall D. Benson
195 East 6100 South
Murray, Utah 84107

A change in the mailing address or person to receive notice may be made by either party, at any time, by following the notice requirements of this paragraph.

15. Crisp shall protect, defend, and hold RDA and its officials, officers, employees, agents, and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of Property by Crisp, or the acts or omissions of RDA's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence or intentional wrongful conduct of RDA. RDA shall give Crisp reasonable notice of any such claims or actions. Crisp shall also use legal counsel reasonably acceptable to RDA in carrying out its obligations hereunder. The provisions of this subsection shall survive the expiration or early termination of this Lease. In carrying out any of the provisions herein, or in exercising any power or authority granted to Crisp, there shall be no liability on any official of RDA, its authorized assistants, consultants or employees, either personally or as officials of RDA, it being understood that in such matters they act as agents and representatives of RDA.

16. Crisp shall not assign this Lease without prior written approval of RDA. In the event of foreclosure by the holder of a security interest in or approve assignment of Crisp's leasehold interest in the Property, RDA consents to the continued enjoyment of the tenants rights hereunder and assumption by the purchaser of said interest, conditional upon the production of reasonable evidence by said purchaser of qualification and legal authorization to assume the obligations of the ADL pursuant to the terms thereof. To be qualified for such continued enjoyment as a tenant hereunder, the purchaser must be fully competent and possessed of the necessary facilities, experience and financial resources to perform Crisp's obligations contained in this Lease shall expressly assume said obligations in writing. In the event of the commencement of foreclosure proceedings by the holder of a security interest in Crisp's leasehold interest in the Property, RDA agrees to negotiate, in good faith, with the holder of said security interest prior to a foreclosures sale for a change in use of the Property. If the RDA and the holder of the security interest cannot reach agreement for such change of use, the successful purchaser of the leasehold interest at foreclosure may exercise the option to purchase the Property contained in this Lease, and thereby remove any restrictions imposed by the RDA through this Lease Agreement, the ADL, or otherwise. Any party entitled and desiring to exercise the option to purchase the Property, shall follow the requirements of paragraph 13, granting the option.

17. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such

delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

18. Whenever RDA is required, by the terms of this lease, to give notice of default to Crisp, it shall also give notice to the current holder of a security interest in Crisp's leasehold interest, Bank of American Fork, or its assignee. If Crisp has a right to cure under any notice given, the holder of any security interest known to RDA shall also have the right, but not the obligation, to cure. The security interest holder also has the right, but not the obligation, to cure an event of default as set forth in paragraph 11 of this Lease.

19. If requested by the holder of a security interest in Crisp's Leasehold, RDA shall provide an estoppel certificate certifying that this Lease is in full force and effect and that there have been no defaults.

20. No waiver of a breach of any of the provisions contained in this Lease shall be construed to be a waiver of any subsequent breach of the same or any of the provisions of this Lease and it shall not operate to bar or prevent Salem City from declaring a forfeiture or termination for any succeeding breach either of the same condition or covenant or otherwise.

21. In the event a court of competent jurisdiction shall declare any provision of this Lease null or void, the remaining provisions shall continue be valid and enforceable.

22. All covenants, stipulations, and agreements in this Lease shall extend to and bind the legal representatives, successors, and assigns of the RDA and legal representatives and approved successors and assigns of Crisp.

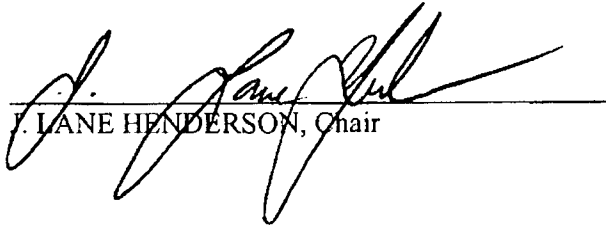
23. The respective parties warrant that the individuals who execute this Lease on their behalf have full authority to do so and to bind them to the terms of this Lease.

24. This Lease shall be governed by the laws of the State of Utah. The parties agree that jurisdiction and venue will be in the Fourth Judicial District Court for Utah County. The parties waive the right to a jury trial.

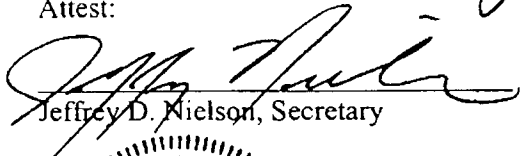
25. This Lease shall not be modified or amended without agreement of the parties, in writing.

DATED this 20th day of February, 2008

SALEM CITY REDEVELOPMENT AGENCY by:

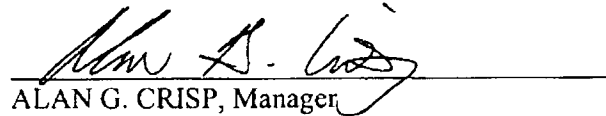

J. LANE HENDERSON, Chair

Attest:


Jeffrey D. Nielson, Secretary



CRISP, LLC by:


ALAN G. CRISP, Manager

State of Utah ss. }
County of Utah

On the 20 day of February, 2008 personally appeared before me Alan Crisp, who being by me duly sworn did say, that he is the manager of Crisp, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company, and acknowledged to me that said company executed the same pursuant to authority of its articles of organization or operating agreement or other proper authority.

Notary Public 