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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
RENEE SHEARER
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10 S RIVERSIDE PLAZA STE 1830
CHICAGO IL 60606
BY: RMA, DEPUTY - MA 5 P.

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP
10 South Riverside Plaza
Suite 1830
Chicago, Illinois 60606

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of this 27th day of SEPTEMBER, 2017, by and between ST MALL OWNER, LLC, a Delaware limited liability company ("Landlord"), and H & M HENNES & MAURITZ L.P., a New York limited partnership ("Tenant").

1. **Premises.** Pursuant to the Unrecorded Lease (as defined below), Landlord leases to Tenant that certain store premises (the "Premises") containing approximately 19,672 square feet of gross leasable area and constituting a part of a retail shopping center (the "Shopping Center") commonly known as Shops at South Town Center, and located at 10450 South State Street, Suite 2320, in the City of Sandy, State of Utah. All land comprising the Shopping Center is referred to as the "Property" and is legally described in **Exhibit A** attached hereto.

2. **Unrecorded Lease.** This Memorandum of Lease is made upon all of the terms, covenants and conditions set forth in that certain unrecorded lease by and between the parties hereto of even date herewith (the "Unrecorded Lease"), all of the terms and conditions of which are made a part hereof as though fully set forth herein.

3. **Term/Commencement Date.** The term of this Memorandum of Lease and the Unrecorded Lease shall commence in accordance with the terms of the Unrecorded Lease, and shall expire on the January 31st following the eighth (8th) anniversary of the Commencement Date, unless the Commencement Date was February 1st, in which event the Unrecorded Lease shall expire on the January 31st immediately preceding the eighth (8th) anniversary of the Commencement Date, unless earlier terminated or extended in accordance with the provisions of the Unrecorded Lease. In addition, Tenant is granted eight (8) option(s) to extend the original term for additional periods of three (3) years each.

4. **Common Areas.** Tenant and Tenant's Agents, customers and invitees shall have all rights appurtenant to the Premises and a non-exclusive right, in common with the other occupants of the Shopping Center and with the public, for the purpose of access over and across as well as the use of all areas for the common use of the occupants of the Shopping Center, including, without limitation, the sidewalks, public and service corridors, freight and service elevators, driveways, loading docks, delivery areas and parking areas on the Shopping Center.

5. **Restrictions.** Tenant is entering into this Memorandum of Lease and has entered into the Unrecorded Lease in reliance upon its ability to conduct the Permitted Use without any limitation or restriction whatsoever by reason of any exclusive provision or contractual restriction granted to any other party whatsoever and wherever located, which applies or pertains to the Premises or Tenant's use therein.

6. **Interpretation.** Landlord and Tenant have entered into this Memorandum of Lease in order that third parties may have notice of the existence of the Unrecorded Lease and some of its specific provisions. This Memorandum of Lease is not a complete summary of the Unrecorded Lease. This Memorandum of Lease is not intended to amend, modify, or otherwise change the terms and conditions of the Unrecorded Lease between the parties hereto. Provisions in this Memorandum shall not be used in interpreting the provisions of the Unrecorded Lease. In the event of a conflict between this Memorandum and the Unrecorded Lease, the Unrecorded Lease shall control.

[Signatures are on the following pages.]


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date and year first above written.

TENANT

H & M HENNES & MAURITZ L.P.,
a New York limited partnership

By: H & M Hennes & Mauritz Management B.V.
a Netherlands company

Its: General Partner

By: 
Name: Hampus Hubinette
Its: Authorized Signatory

By: 
Name: Howland Gordon
Its: Authorized Signatory

State of New York)
County of New York) ss

On October 4, 2017 before me, Eleni Gerokostas, a Notary Public, personally appeared Hampus Hubinette and Howland Gordon, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

ELENI GEROKOSTAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE6329475
Qualified in Queens County
My Commission Expires August 24, 2019

LANDLORD

ST MALL OWNER, LLC
a Delaware limited liability company

By: [Signature]
Name: GARY KAEL
Its: AUTHORIZED SIGNATORY

State of CALIFORNIA)
County of LOS ANGELES) ss

On SEPTEMBER 27, 2017 before me, MARIANNE GUTIERREZ, a Notary Public, personally appeared GARY KAEL, 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 Marianne Gutierrez (Seal)



EXHIBIT A
To Memorandum of Lease

Legal Description

Parcel Number: 27132270174002

Parcel 1

Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file and of record in the Salt Lake County Recorders Office.

Less and exception therefrom:

Parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded August 27, 2008, as Entry No. 10508774, in Book 963B, at Page 3207 in the official records of Salt Lake County.

Parcel 2

Lot 2 of the South Towne Center Mall Subdivision being a part of the Northeast quarter of Section 13, Township 3 South, Range 1 West and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, as recorded in the office of the Salt Lake County Recorder as Entry No. 6644162 at Book 97-5P, Page 152.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

BEGINNING at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (Basis bearing being South 00° 01' 50" East along the State Street Monument line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (Radius point bears North 76° 12' 01" West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of 01° 12' 01" to a point of tangency; thence South 15° 00' 00" West 113.39 feet; thence South 83° 05' 00" East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South 83° 05' 00" East); thence Southerly 17.73 feet along the arc of said curve through a central angle of 06° 53' 25" to a point of tangency; thence South 00° 01' 35" West 184.00 feet; thence South 89° 59' 52" West 263.49 feet; thence North 00° 01' 35" East 10.30 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of 41° 39' 23" to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of 41° 39' 23" to a point of tangency; thence North 00° 01' 35" East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle 90° 00' 00" to a point of tangency; thence South 89° 58' 25" East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of 52° 48' 57" to a point of tangency; thence North 37° 12' 38" East 32.85 feet; thence North 15° 00' 00" East 56.14 feet; thence South 75° 00' 00" East 39.93 feet to the point of Beginning.

Parcel 3

Lot 4, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file and of record in the Salt Lake County Recorders Office.

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