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Gary W. Ott
Recorder, Salt Lake County, UT
FIDELITY NATIONAL TITLE - AZ
BY: eCASH, DEPUTY - EF 5 P.

This Instrument Prepared By
Hailey H. Hollenhorst
Quarles & Brady LLP
Two N. Central Ave.
Phoenix, AZ 85004
(602) 229-5301

Upon Recordation return to:
Shopko Stores Operating Co., LLC
700 Pilgrim Way
Green Bay, Wisconsin 54304
Attn. Legal Counsel

Parcel Nos. 14-25-476-014 and 14-25-476-013

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the 29th day of September, 2016, by and between SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company ("Tenant"), and BRIDGEPORT RETAIL - UTAH, LLC, a Delaware limited liability company ("Landlord").

WITNESSETH:

1. **Premises.** Landlord and Tenant have entered into a lease ("Lease") dated of even date herewith, for that certain real property lying, being and situate in the County of Salt Lake, City of West Valley City, State of Utah, more particularly described on EXHIBIT A attached hereto and made a part hereof, together with the buildings and improvements located thereon (the "Premises").

2. **Term and Renewal Options.** The Lease has an initial term with respect to the premises that expires on December 31, 2031, subject to extension (at Tenant's option) as provided therein for two (2) successive additional periods of ten (10) years each.

3. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of

the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

4. **Binding Effect.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[Signature pages follow.]

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

LANDLORD:

BRIDGEPORT RETAIL - UTAH, LLC, a Delaware limited liability company

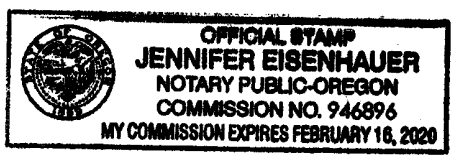
By: [Signature]
Name: michael KEHOE
Its: MANAGER

STATE OF Oregon)
)SS:
COUNTY OF Washington)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Mike Kenoe as Manager of BRIDGEPORT RETAIL - UTAH, LLC, a Delaware limited liability company, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said company.

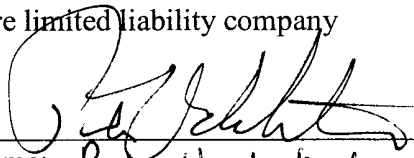
WITNESS my hand and official seal this 23 day of September, 2016.

[Signature]
Notary Public
State of Oregon
My Commission expires: February 16, 2020



TENANT:

SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company

By: 
Print Name: Peter Vandenhouten
Print Title: Secretary

STATE OF Wisconsin)
)SS:
COUNTY OF Brown)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Peter Vandenhouten as Secretary of SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said company.

WITNESS my hand and official seal this 23th day of September, 2016.

Mary E Brown
Notary Public
State of Wisconsin
My Commission expires: 8/10/19



EXHIBIT A

Premises

Real property in the City of West Valley City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

PARCEL 2 (Entrance Road):

Parcel A, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder, more particularly described as:

Beginning at a point on the North right of way line of 3500 South Street said point being South 89°59'22" West along the Section line 645.00 feet and North 00°00'38" West 33.0 feet from the Southeast Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 00°00'38" West 117.00 feet; thence North 89°59'22" East 60.0 feet; thence South 00°0'38" East 117.00 feet to the afore-mentioned right of way line; thence along said right of way line South 89°59'22" West 60.0 feet to the point of beginning.

Together with non-exclusive easement rights created by Cross Easement Agreement recorded as Entry No. 4738354 in Book 6105 at Page 892, as amended by Amendment No. 1 to Cross Easement Agreement recorded as Entry No. 4804543 in Book 6146 at Page 2759 and Amendment No. 2 to Cross Easement Agreement recorded as Entry No. 9287430 in Book 9089 at Page 6268.

TAX I.D. (14-25-476-012-0000)