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2/24/2017 3:38:00 PM \$16.00
Book - 10532 Pg - 7503-7506
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 4 P.

After Recording Return To:

Andrea Deguzman
WinCo Foods, LLC
PO Box 5756
Boise, ID 83705

This Space Reserved for Recording Purposes
Salt Lake County, Utah

Tax Parcel No. 16-19-103-022

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the date of the last execution, which date is the 23rd day of February, 2017, by and between **BOYER SOUTH SALT LAKE CROSSING, L.C.**, a Utah limited liability company ("Landlord"), and **WINCO FOODS, LLC**, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as November 13, 2015 (the "Lease");

WHEREAS, the Lease pertains to certain premises located in Salt Lake City, Salt Lake County, Utah, which premises are more specifically described on **Exhibit 1**, attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord and Tenant desire to evidence the Lease in the Official Records of Salt Lake County by the recitations contained in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord has demised, leased and let unto Tenant the Premises, as follows:

1. Capitalized terms not defined herein shall have the meanings set forth in the Lease.
2. The Initial Term of the Lease commenced on November 11, 2015 and shall terminate twenty (20) years from the Rent Commencement Date (as defined in the Lease). Tenant has six (6) successive options to extend the Term of the Lease for five (5) years each on the terms set forth in the Lease.
3. The Lease contains a right of first refusal to purchase the Premises in favor of Tenant.
4. This Memorandum is subject to all conditions, terms and provisions of the Lease, which agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

5. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters contained in this Memorandum.

6. This Memorandum and the Lease are governed by, and shall be construed in accordance with, the laws of the State of Utah, without regard to the choice-of-laws or conflicts-of-laws provisions of such state.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

LANDLORD:

BOYER SOUTH SALT LAKE CROSSING, L.C.,
A Utah limited liability company

By: The Boyer Company, L.C.
Its: Manager

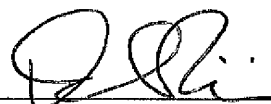
By:  _____

Name: BRENT GOCHMAN

Its: MANAGER

TENANT:

WINCO FOODS, LLC,
a Delaware limited liability company

By:  _____

Name: Del Ririe

Its: Controller

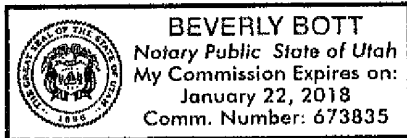
[Notary acknowledgments follow on next page.]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On February 23, 2017 before me, a notary public, personally appeared Brian Gounour, 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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

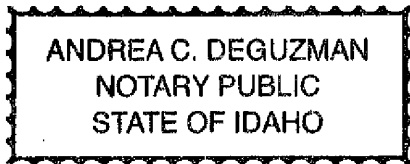


Beverly Bott
Notary Public Signature

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 22nd day of February, 2017, before me, a Notary Public, personally appeared Dale Ritter known or proved to me to be the Controller of WINCO FOODS, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public
Residing at Boise, ID
Comm. Expires May 14, 2019

EXHIBIT 1 (to Memorandum of Lease)

Legal Description of the Premises

LOT 1 of THE CROSSING AT SOUTH SALT LAKE SUBDIVISION according to the official plat thereof recorded on December 4, 2015 as Entry No. 12182735 in Book 2015P, Page 273 of the Official Records of Salt Lake County, Utah.