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 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN NCS
 BY: eCASH, DEPUTY - EF 10 P.

**This instrument prepared by
 and after recording return to:**

Michele K. Boal, Esq.
 Jones Day
 901 Lakeside Avenue
 Cleveland, OH 44114

(Space above this line for Recorder's Use)

MEMORANDUM OF LAND LEASE CONTRACT

THIS MEMORANDUM OF LAND LEASE CONTRACT ("Memorandum") is made and entered into as of this 11th day of MARCH, 2011, by and between **WEINGARTEN MILLER EQUIWEST SALT LAKE LLC**, a Colorado limited liability company, as landlord ("Landlord"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, as tenant ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Land Lease Contract, dated as of May 17, 2010, as amended by that certain First Amendment to Land Lease Contract, dated as of October 13, 2010, as such may be further amended (the "Lease"), pursuant to which Landlord leases the Premises (as hereinafter defined) to Tenant, which Lease is the subject of this Memorandum.

B. The "Premises" means all of the following: (i) a tract of unimproved real property containing approximately 35,681 square feet located as shown on **Exhibit A-1** and described on **Exhibit A-2** (the "Leased Land"), and (ii) all improvements now existing or erected on the leased land (if any improvements are erected by Tenant thereon) pursuant to the provisions of the Lease.

C. The Premises is part of a shopping center described on **Exhibit B** (the "Shopping Center").

FIRST AMERICAN TITLE INS. CO.
 NATIONAL COMMERCIAL SERVICES
 No. AKS 2426354-CEE

D. Landlord and Tenant desire to provide record evidence of the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, to have and to hold the same for the Term (as hereinafter defined), upon the terms and conditions contained in the Lease.

2. Term. The initial term of the Lease shall be for approximately twenty (20) years, beginning on the Commencement Date (as defined in the Lease), and expiring on the last day of the two hundred fortieth (240th) full calendar month after the Commencement Date, unless extended or sooner terminated in accordance with the terms and conditions set forth in the Lease.

3. Options. As further provided in the Lease, Tenant has four (4) options to extend the term of the Lease for consecutive periods of five (5) additional years each so that Tenant may extend the term for a total of twenty (20) additional years beyond the original term.

4. Exclusive Use. Subject to the exceptions set forth below, for so long as Tenant (or its subtenant) is open and operating its business in the Premises and the primary purpose of such business is the operation of a retail banking facility and financial services (unless the reason for Tenant's not being open and operating is a result of a Permitted Discontinuance (as defined in the Lease) or because the initial construction of the Improvements has not yet been completed), Landlord hereby agrees that it will not, after the execution date hereof, sell or lease space in the Shopping Center (which shall not include the property shown on Exhibit A-1 as the "Target Parcel") to any other party whose primary business will be the operation of a bank, credit union, check-cashing, lending or mortgage company (collectively "Competing Business").

The foregoing limitation shall not apply to present tenants (or their assignees or sublessees), as of the date of the Lease, whose leases may not prohibit such use. Further, this limitation on Landlord shall not prevent Landlord from leasing to tenants whose business is limited to stock brokerage or investment firms or services. If, at any time during the term of the Lease, Tenant (or its subtenant) should cease operating its business at the Premises (except for cessation of operations caused and continuing solely by reasons of a Permitted Discontinuance), then the provisions of this Section 4 limiting Landlord's right to lease space in the Shopping Center for the purpose set forth above shall be immediately rendered null and void.

In the event an existing tenant or other occupant should request Landlord's consent to an assignment or sublease for a use which would violate the foregoing, then provided Landlord has a right to withhold consent to such assignment, sublease or change of use and the withholding of consent will not materially and adversely affect the term of such existing lease or the rent to be paid thereunder, Landlord will withhold its consent to such assignment or subleasing.

5. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein.

Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum. Any capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Lease.

6. Termination of Memorandum of Lease. This Memorandum and all rights of Tenant in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination signed by Landlord and Tenant recorded or filed in the appropriate land records of the County in which the Premises is located.

7. Notices. The name and address of Landlord to which notices shall be addressed is:

Weingarten Realty Management Company
Attn: General Counsel

P.O. Box 924133
Houston, Texas 77292-4133 (if by mail)

2600 Citadel Plaza Drive
Houston, Texas 77008 (if by overnight courier)

With a copy to the following:

Weingarten Realty Management Company
850 Englewood Parkway, Suite 200
Englewood, CO 80110-2304
Attn: Stewart A. Miller

The name and address of Tenant to which notices shall be addressed is:

KeyCorp/KeyBank National Association
Attn: Real Estate Asset Manager (PID 6891)

P.O. Box 94839
Cleveland, Ohio 44101-4839 (if by mail)

100 Public Square, Suite 600
Cleveland, Ohio 44113-2207 (if by overnight courier)

With a copy to the following:

KeyBank National Association
127 Public Square
Cleveland, Ohio 44114

Attn: Legal Department

10. Rent Payments. Tenant shall send all Rent payments to Landlord at the following address:

Weingarten Miller Equiwest Salt Lake City LLC
P.O. Box 924133
Houston, Texas 77292-4133

11. Counterparts. This Memorandum may be executed in one or more counterparts by the parties hereto and each shall be considered an original, and upon receipt, shall be deemed originals and all such counterparts shall be construed together to constitute one Memorandum between the parties hereto.

12. Successors and Assigns. As provided in Section 25.01 of the Lease, the Lease and the covenants and conditions therein contained shall inure to the benefit of and be binding upon Landlord and its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, Tenant's successors and assigns.

13. Incorporation. The Lease and all of the terms and conditions thereof and exhibits thereto are incorporated herein and made a part hereof by reference as though fully rewritten herein.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first above written.

TENANT:

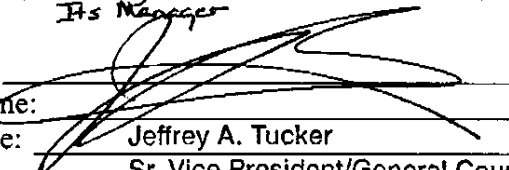
KEYBANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Kane M. Kretzinger
Title: Senior Vice President

LANDLORD:

WEINGARTEN MILLER EQUIWEST SALT LAKE LLC, a Colorado limited liability company

By: Weingarten Miller Salt Lake LLC,
Its Manager
By: Weingarten Investments, Inc.,
Its Manager

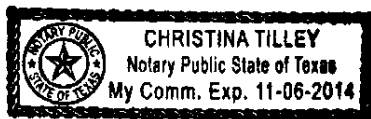
By: 
Name: _____
Title: Jeffrey A. Tucker
Sr. Vice President/General Counsel

(Acknowledgments on following page)

STATE OF Texas)
)
COUNTY OF Harris) SS.

The foregoing instrument was acknowledged before me this 14th day of March, 2011, by Jeffrey H Tucker as SRVP / Gen. Cov. of Weingarten Miller Equiwest LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



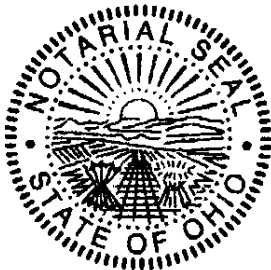
Christina Tilley
Notary Public

My Commission expires: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS.

The foregoing instrument was acknowledged before me this 10th day of March, 2011, by Kane M. Kretzinger as Senior Vice President of KEYBANK NATIONAL ASSOCIATION, a national banking association.

WITNESS my hand and official seal.



ANDREA D. WITTINE
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
April 6, 2014

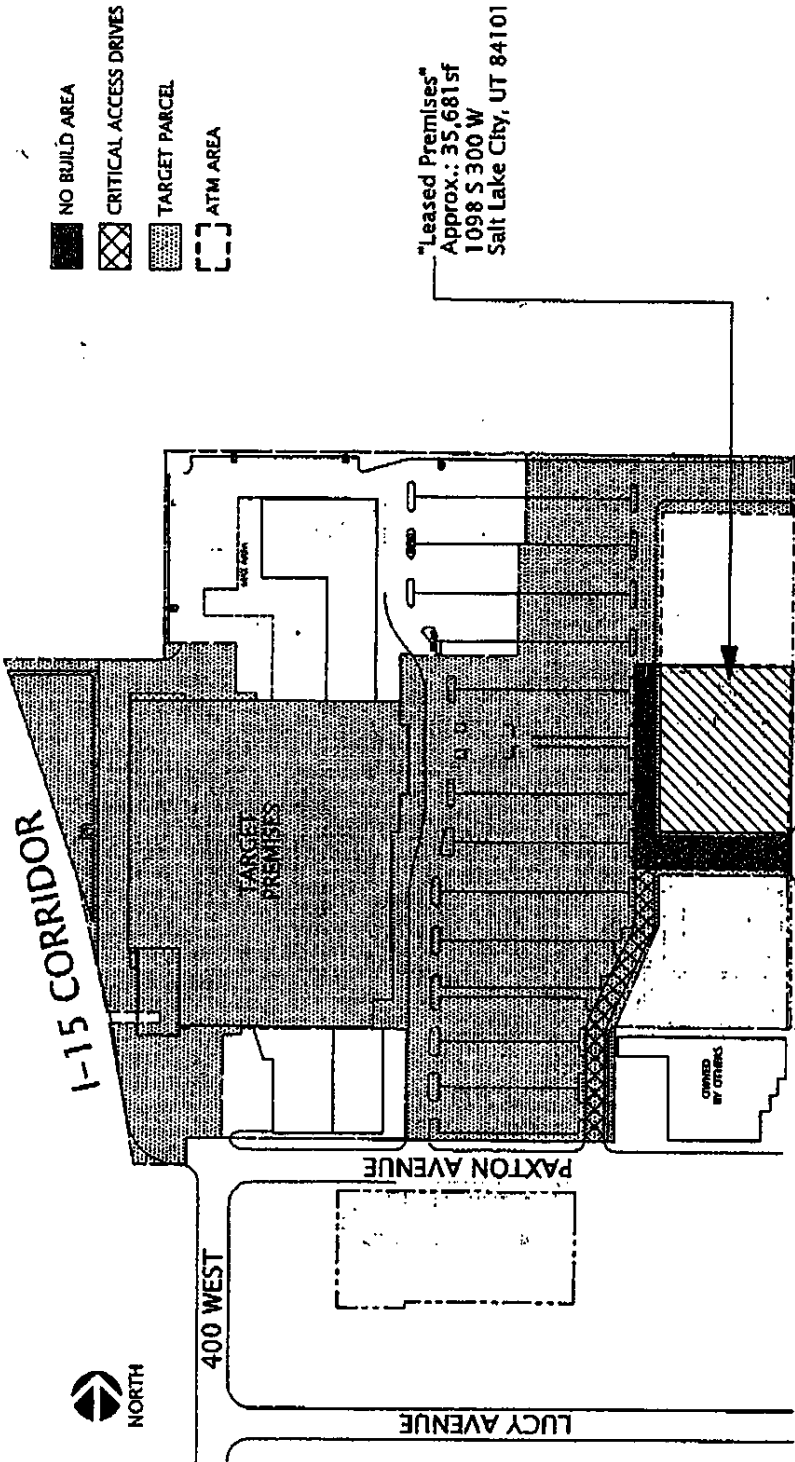
Andrea Wittine
Notary Public

My Commission expires: _____

Exhibit A-1

Depiction of the Premises

[SEE ATTACHED]



The "Leased Premises" as shown hereon is for **KeyBank National Association**

DATE: 01-06-2010
REV.: 05-04-2010

Floor No:
R00
Unit No:
R0A
Project No
0669
PREPARED BY:
AMH

EXHIBIT "A-1"
300 WEST TOWN CENTER

Exhibit A-2

Description of the Leased Land

Tax Parcel No. 15-12-404-007-0000

Parcel 1:

Lot 6 of 300 West Town Center Subdivision, Salt Lake County, Utah, According to the official plat thereof, recorded October 14, 2009, in Plat Book 2009P at Page 148.

Exhibit B

Description of Shopping Center

Parcel Numbers: 15-12-380-011-0000; 15-12-331-006-0000; 15-12-404-006-0000; 15-12-404-007-0000; 15-12-404-008-0000; 15-12-381-027-0000

Lots 2, 3, 5, 6, 7, and 8, 300 West Town Center Subdivision, Salt Lake County, Utah, according to the Official Plat thereof recorded October 14, 2009, as Document No. 10816796 in Plat Book 9770 at Page 7326.

