

MODIFICATION OF MEMORANDUM OF
SHOPPING CENTER LEASE

THIS MODIFICATION OF MEMORANDUM OF SHOPPING CENTER LEASE
is made as of the 10th day of ~~November~~ ^{December}, 1991, between ALBERTSON'S,
INC., a Delaware corporation ("Tenant") and WFS COMPANY, a Utah
limited partnership ("Landlord").

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RECITALS:

A. Landlord and Tenant have entered into that certain Shopping Center Lease dated as of August 21, 1981, First Amendment to Shopping Center Lease dated February 26 1982, Second Amendment to Shopping Center Lease dated October 12, 1983, Third Amendment to Shopping Center Lease dated ~~December~~ 10, 1991, and Memorandum of Shopping Center Lease dated September 16, 1981, which Memorandum was recorded in the records of Salt Lake County, Utah on October 14, 1981, as Entry No. 3613837 in Book 5301, Page 1498. The Shopping Center Lease, First Amendment, Second Amendment, Third Amendment, and Memorandum are hereinafter referred to collectively as "Lease". The Lease governs the real property more particularly described in Schedule I hereto (the "Leased Premises") which Leased Premises are part of the shopping center more particularly described in Schedule II hereto ("Shopping Center").

B. Landlord and Tenant desire to amend the Site Plan found at Exhibit "A" to the Lease to change the size and configuration of certain portions of the Building Areas and Common Areas to the Shopping Center as well as the traffic circulation and flow patterns, ingress, egress and parking configurations within the Shopping Center.

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AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, Landlord and Tenant agree as follows:

1. The Site Plan found at Exhibit "A" attached to the Lease is deleted and the Site Plan Exhibit "A" attached hereto is substituted therefor. Hereinafter any and all references in the Lease to the Site Plan or to Exhibit "A" shall refer to the Site Plan Exhibit "A" attached hereto.

2. Section 8.5 of Article 8 ("Common Area Maintenance") of the Lease is deleted and the following is substituted therefor:

Tenant's share of Common Area lighting, maintenance and insurance costs shall be thirty-eight and five one hundredths percent (38.05%) of said costs. This percentage is based on the area of Tenants Building being 42,007 s.f. and the area of all buildings in the Shopping Center (excluding the Arctic Circle building and the existing Kmart building but including the Expansion Area of 20,890 s.f. associated with the Kmart building) being 110,408 s.f. Tenant shall not be responsible to pay for any part of the cost of Common Area lighting, maintenance, or insurance relating to the Kmart parcel or the Arctic Circle parcel as shown on Exhibit "A".

3. Sections 13.1(a) and (b) of Article 13 ("Taxes and Assessments") of the Lease are deleted and the following are substituted therefor:

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"(a) Landlord shall use its best efforts to obtain segregated tax bills covering Tenant's Building and land area equal to thirty-eight and five one hundredths percent (38.05%) of the total land area in the Shopping Center (excluding the Kmart Parcel land area). Tenant's share shall be the amount of said segregated tax bills.

(b) If Landlord is unable to obtain the segregated tax bills referred to in Paragraph "a" above, Tenant shall pay the amount the assessor of the county in which the Leased Premises are located states in writing to be attributable to Tenant's building which statement Landlord shall obtain. Tenant's share of taxes and assessments attributable to the land value of the Shopping Center shall be thirty-eight and five one hundredths percent (38.05%) of the taxes and assessments assessed against the entire land value of the Shopping Center (excluding the Kmart Parcel land area)."

4. Landlord shall use good faith efforts in working with the Utah Department of Transportation to repair, resurface and undertake such improvements to the roadway running from the north boundary of the Shopping Center to 4015 West Street (as shown on Exhibit "A" hereto) as are necessary in order for said roadway to be put in smooth, evenly paved condition and to meet the specifications required to dedicate the roadway to the appropriate

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local governmental authority. Upon completion of said improvements, Landlord shall also cause said roadway to be dedicated to the appropriate local governmental authority. Albertson's shall pay twenty-three and forty-one one hundredths percent (23.41%) of the Shopping Center's portion of the costs of the improvements and dedication referred to in this paragraph 4 up to a maximum of five thousand dollars and no cents (\$5,000.00).

5. Landlord shall use good faith efforts to maintain the two curb cuts into the Shopping Center from 5400 South Street as shown on Exhibit "A" hereto.

6. This Modification of Memorandum of Shopping Center Lease may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the parties hereto.

7. Except as amended herein, the Lease shall remain unchanged and in full force and effect.

EXECUTED to be effective as of the day and year first above written.

WPS COMPANY,
a Utah general partnership,

By: CDI Ltd., a Utah limited
partnership, General Partner

By: 
G. Walter Gasser
General Partner

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STATE OF Utah)
 :ss.
COUNTY OF Davis)

On this 20th day of December, 1991, before me, the undersigned Notary Public in and for said State, personally appeared G. Walter Gasser known to me to be the General Partner of CDI Ltd., a limited partnership, which limited partnership is known to me to be the General Partner of WPS COMPANY, the general partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of such corporation and that the seal affixed is the corporate seal of such corporation.

WITNESS MY HAND and official seal hereto affixed, the day and year in this certificate first above written.

10-31-93
My Commission Expires:

Janet N Bowles
Notary Public
Residing at: Provo, Utah



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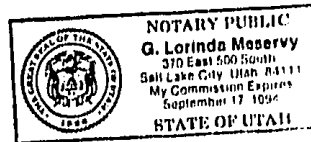
WEST POINT SQUARE ASSOCIATES,
a Utah Limited Partnership

By: Ray Blake
General Partner

STATE OF UT)
COUNTY OF DC) : ss.

On the 28 day of April, 1992, personally appeared before me Ray Blake who duly acknowledged to me that he/she executed the foregoing instrument as General Partner in and on behalf of WEST POINT SQUARE ASSOCIATES, a Utah limited partnership, and that said WEST POINT SQUARE ASSOCIATES executed said instrument as a General Partner in and on behalf of WPS COMPANY, a Utah general partnership.

G. Lorinda Meservy
NOTARY PUBLIC
Residing at: DC



ALBERTSON'S, INC.
a Delaware corporation

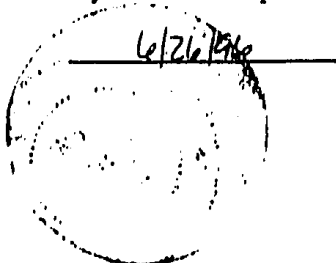
By: William H. Arnold
Its: Vice President, Real Estate Law

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of December, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:



Kathy Davis
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

FORM 6542 REV 2551

SCHEDULE I

LEASED PREMISES

City of Kearns, Salt Lake County, State of Utah

Property Description

Beginning at a point South 320.05' and East 770.33' from the Northwest Cor. Section 17, T2S, R1W, SLB&M and running thence N 89°56'30" E, 209.67'; thence S 0°03'30" E, 200.33'; thence S 89°56'30" W, 209.67'; thence N 0°03'30" W, 38.00'; thence S 89°56'30" W, 24.67'; thence N 0°03'30" W, 101.00'; thence N 89°56'30" E, 10.67'; thence N 0°03'30" W, 8.00'; thence N 89°56'30" E, 14.00'; thence N 0°03'30" W, 53.33' to the point of beginning. Containing 44,606.53 square feet or 1.0240 acres.

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SCHEDULE II

**WEST POINTE SHOPPING CENTER
City of Kearns, Salt Lake County, State of Utah**

Property Description

Beginning at a point on the South right of way line of 5400 South Street, N 89°56'30" E, 823.9' and S 0°03'30" E. 53.00' from the Northwest Corner of Section 17, T2S, R1W, SLB&M.

and running thence N 89°56'30" E, 572.40' along said south right of way line to the east line of a permanent easement of the Jordan Aqueduct recorded in book 3235 page 127 and referred to as Parcel No. JA-204(F); thence S 13°24'08" E along said east line, 196.92'; thence S 17°01'08" E, 886.50' along said line; thence N 89°54'30" W, 876.41'; thence N 0°03'30" W, 531.25' thence S 89°56'30" W, 133.90'; thence N 0°03'30" W, 276.00'; thence N 89°56'30" E, 133.90'; thence N 0°03'30" W, 230.00' to beginning. Containing 17.9861 acres.

Together with the following described right of way:

Beginning at a point S 0°05'29" E, 559.00' and N 89°54'30" W, 68.89' and S 0°05'30" W, 245.32' from the Northwest corner of Section 17, T2S, R1W, SLB&M, running thence S 89°54'30" E, 488.17'; thence N 79°10'20" E, 205.30'; thence S 89°54'30" E, 203.25'; thence S 0°03'30" E, 35.00'; thence N 89°54'30" W, 200.00'; thence S 79°10'20" W, 205.30'; thence N 89°54'30" W, 491.52' to the East line of 4015 West Street; thence N 0°05'30" E 35.00 feet to the point of beginning.

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4015 WEST STREET

BLDG. FOOT/ LEASE

EXPANSION AREA
14,510 sq ft
(INCL. IN K-MART
G.I.D.A.)

COVERED GARDEN
SHOP & GARDEN
AREA
6,380 sq ft

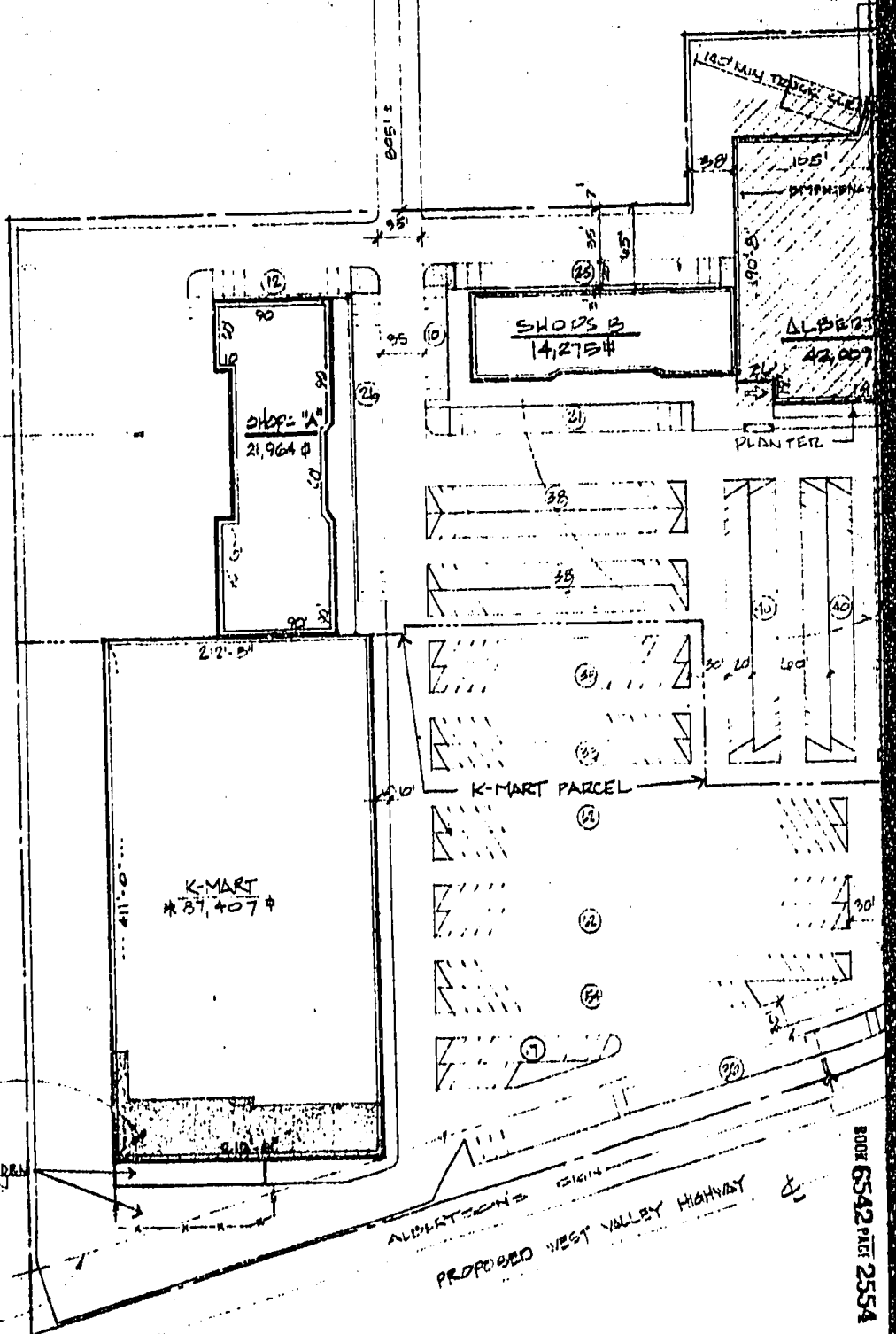
UTILITY
BASEMENT

IMPORTANT - DISTANCE BETWEEN REAR CURB & REAR OF ALBERTSON'S MAY VARY BASED ON LOADING RAMP REQUIREMENTS & GRADE. CONSEQUENTLY, ALBERTSON'S BUILDING MAY MOVE FORWARD & MAXIMUM OF 10'-0". TO BE VERIFIED WITH ALBERTSON'S PROJECT ARCHITECT.

TOTAL BLDG AREA
TOTAL CARPARK
CARPARK W IN 20' RADIUS

LEASED AREA
* DOES NOT INCLUDE 0
AREA SQUARE FOOTAGE.

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27 OCTOBER 92 12:06 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CRAIG GABBER
270 S MAIN STE 110 BOUNTIFUL, 84010
REC BY: DIANE KILPACK , DEPUTY

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