

11228271

08/16/2011 11:57 AM \$18.00

Book - 9943 Pg - 3292-3296

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

BALLARD & SPAHR LLP

DAN W EGAN

201 S MAIN STE 800

SLC UT 84111

BY: HNP, DEPUTY - WI 5 P.

**Recording requested by and
when recorded mail to:**

Ballard Spahr LLP
201 S. Main Street, Suite 800
Salt Lake City, Utah 84111
Attention: Michael L. Allen

Re: Tax Parcel No. 16-06-305-030

(Space Above Line For Recorder's Use Only)

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE, dated as of the 11th day of August, 2011 (this "Amended and Restated Memorandum") between 333 SOUTH STATE, LLC, a Utah limited liability company, as Landlord, having an address of having an address of 595 South Riverwoods Parkway, Suite 400, Logan, Utah 84321, and QUESTAR CORPORATION, a Utah corporation, as Tenant, having an address of P.O. Box 45433, Salt Lake City, Utah 84145-0433.

RECITALS:

A. Landlord is the owner of certain land located at 333 S. State Street, Salt Lake City, Utah, and more particularly described on the attached Exhibit "A" (the "Property").

B. Landlord and Tenant entered into that certain Lease Agreement, dated June 25, 2010, as amended by that certain First Amendment to Lease, dated July 20, 2010, and as amended and restated in its entirety by that certain Amended and Restated Lease Agreement, dated June 1, 2011 (the "Lease"), whereby Landlord leased unto Tenant a portion of the Property (the "Premises").

C. Pursuant to the terms of the Lease, Landlord and Tenant are parties to that certain Memorandum of Lease, dated June 25, 2010 and recorded in the official records of Salt Lake County, Utah, as Entry No. 10985164 in Book 9838 at Page 8115, and that certain Amended and Restated Memorandum of Lease, dated July 20, 2010 and recorded in the official records of Salt Lake County, Utah, as Entry No. 11052494 in Book 9868 at Page 4133 (collectively, the "Original Lease Memoranda").

C. Landlord and Tenant desire to enter into this Amended and Restated Memorandum, which is to be recorded in order that third parties may have notice of (i) the leasehold estate of Tenant in the Premises, (ii) the Lease (as amended and restated in its entirety), and (iii) the other matters referred to herein.

NOW, THEREFORE, Landlord and Tenant, in consideration of the above recitals and other good and valuable consideration, do hereby enter into this Amended and Restated Memorandum, as follows:

1. Term. The term of the Lease shall commence on substantial completion of the Base Building Improvements and the Tenant Improvements, which is estimated to be May 1, 2012 and shall expire on a date seventeen (17) years thereafter, unless otherwise extended as provided in the Lease.

2. Right of First Refusal. Subject to the terms and conditions set forth in the Lease, Landlord has granted Tenant a right of first refusal to acquire the Property.

3. No Modification. All the terms, conditions, provisions, and covenants of the Lease are incorporated in this Amended and Restated Memorandum by reference as though written out at length herein. In the event of any inconsistency between the terms and provisions of this instrument and the terms and provisions of the Lease, the terms and provisions of the Lease shall control. Copies of the Lease are held by both Landlord and Tenant at their respective addresses first set forth above.

4. Amended and Restated Memorandum. This Amended and Restated Memorandum is intended to supersede and replace the Original Lease Memoranda.

5. Counterparts. This Amended and Restated Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands or caused this AMENDED AND RESTATED MEMORANDUM OF LEASE to be executed on the dates shown below, to be effective as of the day and date first above written.

(Intentionally left blank--signature page to follow)

LANDLORD:

333 STATE STREET, LLC,
a Utah limited liability company

By: 

Name: Doreen Hane

Its: Manager -

TENANT:

QUESTAR CORPORATION,
a Utah corporation

By: 

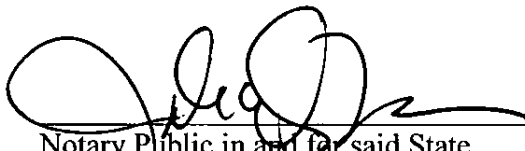
Name: Shahab Saeed

Its: VP

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

On August 11, 2011 personally appeared before me, a Notary Public,
Dell Loy Hansen, as Manager of 333 STATE
STREET, LLC, personally known or proved to me to be the person whose name is subscribed to
the above instrument who acknowledged to me that he executed the above instrument on behalf
of 333 STATE STREET, LLC.

WITNESS my hand and official Seal.



Notary Public in and for said State
My commission expires: 12/21/2013



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

On August 5, 2011 personally appeared before me, a Notary Public,
Shahab Saied, as Vice President of QUESTAR
CORPORATION, personally known or proved to me to be the person whose name is subscribed
to the above instrument who acknowledged to me that he executed the above instrument on
behalf of QUESTAR CORPORATION.

WITNESS my hand and official Seal.


Notary Public in and for said State
My commission expires: June 5, 2015

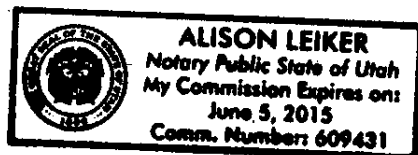


EXHIBIT A

Legal Description

A parcel of land located in Block 53, Plat "A," Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the West Line of said Block 53, said point being N00°02'14"W 237.43 feet, along the West Line of said Block 53, from the Southwest Corner of Lot 2 of said Block 53, and running thence, along said West Line of Block 53, N00°02'14"W 257.78 feet; thence N89°57'25"E 165.08 feet; thence S00°02'16"E 65.03 feet; thence N89°57'26"E 182.72 feet to the West Boundary Line of The Metro Condominium Plat as recorded in the Salt Lake County Recorder's Office; thence, along said West Boundary Line of The Metro Condominium Plat and the City Centre One Parcel S00°02'31"E 193.01 feet; thence West 347.81 feet to the Point of Beginning.