

When recorded mail to:

Gray Reed & McGraw, P.C.  
1601 Elm Street, Suite 4600  
Dallas, Texas 75201  
Attention: Matthew Sanderson

APN: 27-01-401-024-0000  
and 2-01-401-016-0000

File No. NCS-752232-ai

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3/11/2016 2:19:00 PM \$23.00  
Book - 10410 Pg - 6158-6164  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 7 P.

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**MEMORANDUM OF LEASE**

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated as of \_\_\_\_\_, 2016, by and between Sandy Tech Center One, LLC, a Utah limited liability company, with an office at 9090 South Sandy Parkway, Sandy, Utah, 84070, Attn: Bret Mackay (“**Landlord**”), and At Home Stores LLC, a Delaware limited liability company, with an office at 1600 East Plano Parkway, Plano, Texas 75074, Attn: Real Estate Department (“**Tenant**”)

1. **Demise.** By Lease dated March 3, 2016 ( the “**Lease**”), Landlord has demised and leased to Tenant and Tenant has leased from Landlord and Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord that certain premises containing 98,020 square feet (the “**Leased Premises**”) as shown on the site plan attached hereto as Exhibit A and located on the land legally described on Exhibit B.

2. **Term.** The term of the Lease shall begin on the “Rent Commencement Date” (as defined in the Lease) and shall continue for a period of ten years to end on the 10<sup>th</sup> anniversary of the Rent Commencement Date (as defined in the Lease).

3. **Option Periods.** Tenant has the right under the Lease to extend the term of the Lease from the date upon which it would otherwise expire for two (2) separate additional periods of five (5) years each.

4. **Miscellaneous.** In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. Copies of the Lease are maintained at the offices of Landlord and Tenant as set forth above. This instrument does not alter, amend, modify or change the Lease or the exhibits thereto in any respect. It is executed by the parties solely for the purpose of recordation in the records of Salt Lake County, Utah, and it is the intent of the parties that it shall be so recorded and shall give notice of and confirm the Lease and exhibits thereto and all of its terms to the same extent as if all of the provisions of the Lease and exhibits thereto were fully set forth herein. In the event of any conflict between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

[Signature and acknowledgement pages follow.]

Landlord's Signature Page  
to Memorandum of Lease

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed as of the date first above written.

Sandy Tech Center One, LLC, a Utah  
limited liability company

By: \_\_\_\_\_  
Name: David S Layton  
Its: Manager

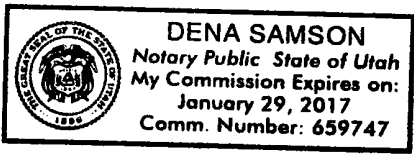
STATE OF UTAH                    )  
  )       SS  
COUNTY OF SALT LAKE        )

On this 7 day of March, 2016, before me appeared David Layton, to me personally known, who, being by me duly sworn, did say that he/she is the manager of Sandy Tech Center One, LLC, a limited liability company organized under the laws of the State of Utah, and acknowledged that said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.


Dena Samson  
Notary Public

My Commission Expires: 1/29/17



Tenant's Signature Page  
to Memorandum of Lease

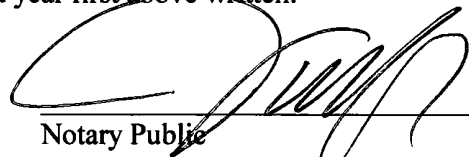
At Home Stores LLC, a Delaware limited  
liability company

By:   
Name: Judd T. Nystrom  
Title: Chief Financial Officer

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN ) SS

On this 4th day of March, 2016, before me appeared Judd T. Nystrom, to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the Chief Financial Officer of At Home Stores LLC, a limited liability company organized under the laws of the State of Delaware, and acknowledged that said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

  
Notary Public

My Commission Expires: March 28, 2016

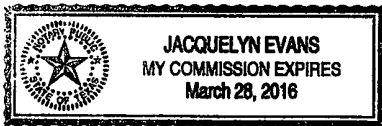
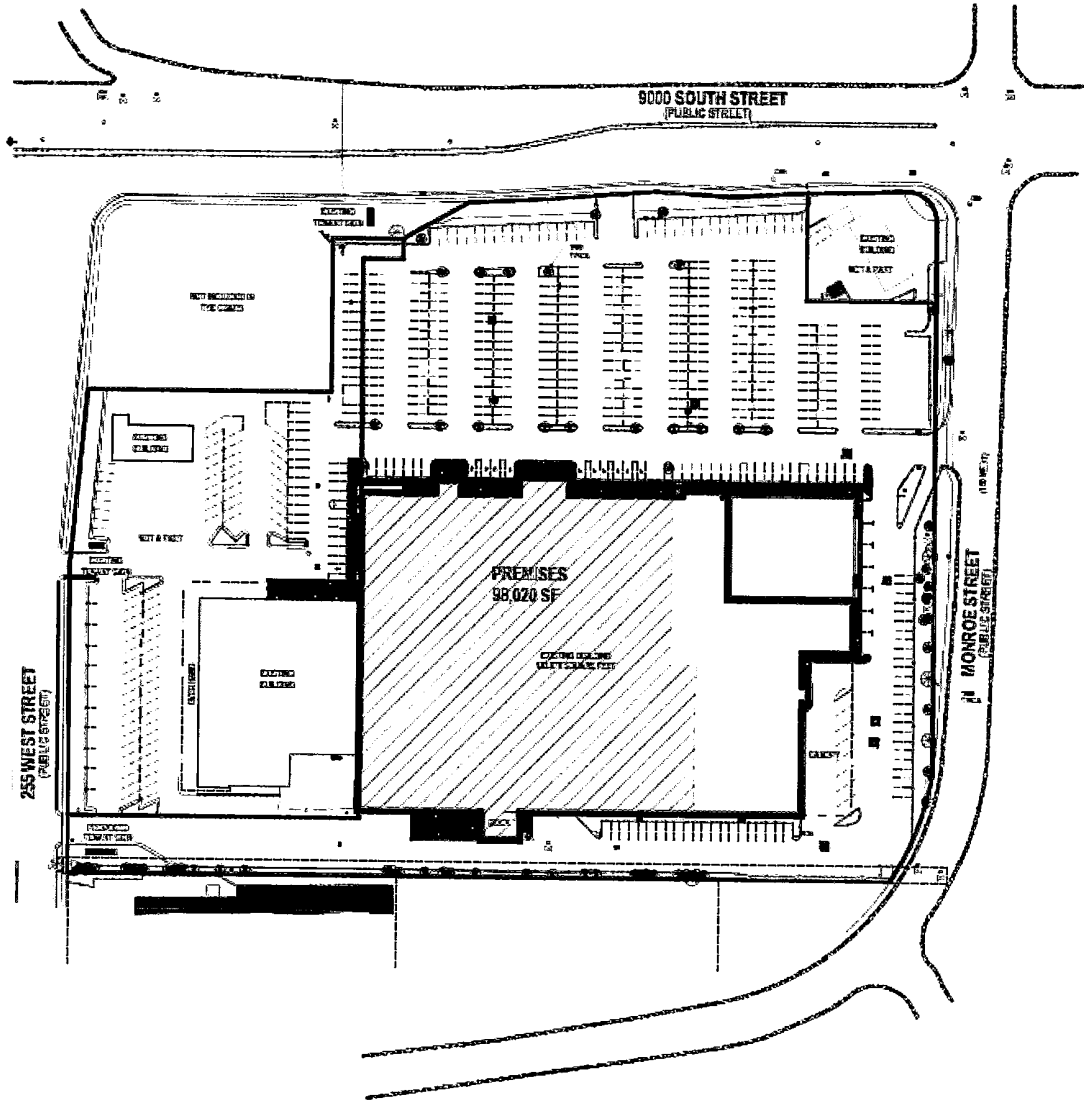


EXHIBIT A

SITE PLAN SHOWING LEASED PREMISES



**EXHIBIT B**  
**LEGAL DESCRIPTION ON LAND ON WHICH LEASED PREMISES IS LOCATED**

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

**PARCEL 1:**

BEGINNING AT A POINT ON THE WEST LINE OF MONROE STREET (155 WEST) SAID POINT BEING NORTH 89°59'19" WEST 1371.33 FEET (1370.66 FEET, DEED) AND SOUTH 0°02'37" EAST 55.41 FEET (56.31 FEET, DEED) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°02'37" EAST 459.16 FEET ALONG THE WEST LINE OF SAID MONROE STREET; THENCE SOUTHWESTERLY 112.69 FEET ALONG THE ARC OF A 263.19 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 81°01'58" WEST AND THE LONG CHORD BEARS SOUTH 21°14'00" WEST 111.83 FEET WITH A CENTRAL ANGLE OF 24°31'56") ALONG THE WEST LINE OF SAID MONROE STREET; THENCE WEST 809.66 FEET TO THE EAST LINE OF 255 WEST STREET; THENCE NORTH 0°04'57" WEST 56.00 FEET; THENCE EAST 285.78 FEET; THENCE NORTH 0°00'51" WEST 6.80 FEET; THENCE WEST 0.60 FEET; THENCE NORTH 0°00'51" WEST 210.82 FEET; THENCE EAST 0.60 FEET; THENCE NORTH 0°00'51" WEST 326.20 FEET; THENCE SOUTH 89°59'19" EAST 39.49 FEET; THENCE NORTH 00°00'41" EAST 20.00 FEET; THENCE NORTH 60°45'46" EAST 74.11 FEET TO THE SOUTH LINE OF 9000 SOUTH STREET; THENCE NORTHEASTERLY 59.51 FEET ALONG THE ARC OF A 6622.21 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 2°20'59" WEST AND THE LONG CHORD BEARS NORTH 87°23'34" EAST 59.51 FEET WITH A CENTRAL ANGLE OF 0°30'54") WITH THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH 85°42'08" EAST 90.88 FEET ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTHEASTERLY 182.95 FEET ALONG THE ARC OF A 6505.91 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 4°17'52" EAST AND THE LONG CHORD BEARS NORTH 86°30'28" EAST 182.94 FEET WITH A CENTRAL ANGLE OF 1°36'40") ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE SOUTH 113.27 FEET; THENCE EAST 127.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 26, 2008 AS ENTRY NO. 10464969 IN BOOK 9621 AT PAGE 4020:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING HIGHWAY STATE ROUTE 209 WHICH CORNER IS 1,370.65 FEET (1371.33 FEET AND 1370.66 FEET BY RECORD) NORTH 89°59'19" WEST AND 56.56 FEET (55.41 FEET AND 56.31 FEET BY RECORD) SOUTH 00°02'37" EAST AND 127.41 FEET NORTH 89°59'59" WEST, (WEST BY RECORD) AND 113.27 FEET NORTH 00°00'01" WEST (NORTH BY RECORD) FROM THE EAST QUARTER CORNER OF SAID SECTION 1 SAID CORNER IS ALSO APPROXIMATELY 58.78 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID

PROJECT OPPOSITE ENGINEER STATION -1+92.63; AND RUNNING THENCE SOUTH 00°00'01" EAST (SOUTH BY RECORD) 9.20 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 67.94 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 88°00'04" WEST 7.27 FEET TO A POINT 68.15 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -1+99.95; THENCE SOUTH 86°45'38" WEST, 67.25 FEET TO A POINT 70.72 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -2+68.02; THENCE NORTH 86°28'42" WEST 74.39 FEET TO THE BEGINNING OF A NON-TANGENT 6505.91 FEET RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS SOUTH 03°59'52" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 148.91 FEET THROUGH A DELTA OF 01°18'41" (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°39'29" EAST FOR A DISTANCE OF 148.90 FEET) TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.