

**Recorded at the request of and
to be mailed after recording to:**

**BIG 5 CORP.
P.O. Box 92088
Los Angeles, CA 90009
Attn.: A. Saucedo, Legal Dept.**

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/15/2007 02:43 PM
FEE \$20.00 Pgs: 6
DEP RT REC'D FOR BIG 5 CORP

14-409-0010-
14-386-0001-

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into as of October 2, 2007, by and between CLINTON PINES, L.L.C., a Utah limited liability company ("**Landlord**"), and BIG 5 CORP., a Delaware corporation ("**Tenant**").

Concurrently with this Memorandum of Lease, Landlord and Tenant have entered into a lease ("**Lease**") under which Landlord has leased to Tenant a certain building of approximately 9,884 square feet ("**Premises**"), together with all easements, rights and appurtenances in connection therewith. The Premises are located at 1803 West 1800 North, Unit #H-1, Clinton, Utah, and are a portion of certain property owned by Landlord ("**Landlord's Property**"), which is a portion of certain property located at the southeast corner of 2000 West and 1800 North in the City of Clinton, County of Davis, State of Utah, commonly known as the Clinton Pines Shopping Center ("**Shopping Center**"). The legal description of the Shopping Center is set forth in the Declaration (defined in Section 5 of this Memorandum of Lease). The legal description of Landlord's Property is attached as Exhibit A-1. A site plan depicting a portion of the Shopping Center is attached as Exhibit A-2 ("**Site Plan**"). The Premises are identified as "Big 5" on the Site Plan. Exhibits A-1 and A-2 are incorporated into this Memorandum of Lease by this reference.

For good and adequate consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Term. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with all easements, rights and appurtenances in connection therewith, for a term of approximately ten (10) years, ending on January 31st following the tenth (10th) anniversary of the Rent Commencement Date (defined in Section 2.1 of the Lease). Under the Lease, Tenant has the option to extend the term for three (3) consecutive periods of five (5) years each.

2. Common Areas. Tenant shall have the free, uninterrupted and non-exclusive use of the Common Areas (defined in Recital A of the Lease) of the Shopping Center, in common with Landlord and all other tenants in the Shopping Center, for the purposes of ingress, egress, service utilities and parking. Section 6.2 of the Lease sets forth certain parking area requirements and certain restrictions regarding changes to the building areas and common areas from that shown on the Site Plan attached to the Lease as Exhibit A-2,

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including certain restrictions on the area(s) designated on the Site Plan as the "Restricted Common Area" and the "Critical Accessways". Tenant shall also have the right to be represented on one or more sign pylons and/or sign monuments in the Shopping Center as more fully described in Section 4.3.2 of the Lease.

3. Tenant's Exclusive. Landlord hereby grants to Tenant the exclusive right to sell sporting goods items on Landlord's Property, as more particularly set forth in Section 5.6 of the Lease.

4. Restricted Uses on Shopping Center. The Shopping Center shall be used for the general purpose of a retail shopping center. Section 5.5 of the Lease sets forth certain restricted uses on Landlord's Property, including certain entertainment, recreational, athletic, educational, vocational, religious, office, industrial and restaurant uses.

5. Declaration. The Shopping Center is subject to certain conditions, covenants and cross easement rights under that certain "Easements with Covenants and Restrictions Affecting Land" dated April 9, 2003, and recorded on April 11, 2003, as 1852873, in the Official Records of Davis County, Utah ("**Declaration**"). The Declaration covers the entire Shopping Center. The legal description of the Shopping Center is set forth in the Declaration. Landlord hereby grants to Tenant those certain easement and other tenant rights in the Shopping Center as more fully set forth in the Declaration.

6. Incorporation of Lease. All of the terms, conditions and covenants in the Lease are incorporated into this Memorandum of Lease with the same force and effect as if they were fully recited in this document. Reference should be made to the Lease for a full description of the rights and duties of Landlord and Tenant. In the event of a conflict between this Memorandum of Lease and the Lease, the Lease shall prevail.

7. Successors and Assigns. This Memorandum of Lease and the Lease bind, apply to and inure to the benefit of (as the case may require) the heirs, executors, administrators, successors and assigns of Landlord and Tenant. All of Landlord's covenants contained in this Memorandum of Lease and the Lease are covenants running with the land under applicable law. Each of Landlord's covenants to do or refrain from doing some act on any part of the Shopping Center (a) is for the benefit of the Premises and each person having any leasehold interest in the Premises and (b) shall bind each successive owner, during its ownership, of any portion of Landlord's Property and each person having any interest in Landlord's Property derived through any such successive owner.

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The parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

CLINTON PINES, L.L.C.,
a Utah limited liability company

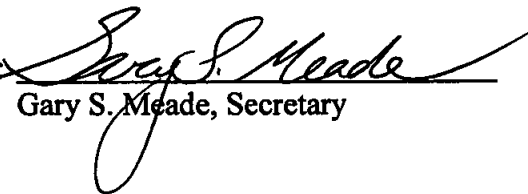
By: 
Wayne A. Belleau, Co-Manager

By: 
Gary M. Wright, Co-Manager

TENANT:

BIG 5 CORP.,
a Delaware corporation

By: 
Steven G. Miller, President

By: 
Gary S. Meade, Secretary

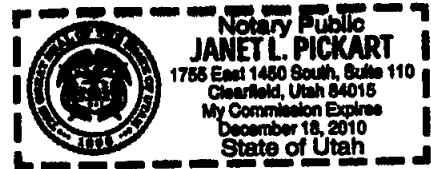
Big 5, Clinton, UT

STATE OF Utah)
) SS.
COUNTY OF Davis)

On October 4th 2002, before me, Janet L. Pickart, a Notary Public, personally appeared Wayne A. Belleau and Gary M. Wright, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Janet L. Pickart
12-18-2010

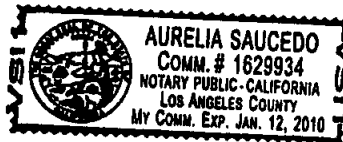


STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On October 2, 2007, before me, Aurelia Saucedo, a Notary Public, personally appeared STEVEN G. MILLER and GARY S. MEADE, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Aurelia Saucedo



Big 5, Clinton, UT

EXHIBIT A-1

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

PARCEL 1:

LOT 1, CLINTON PINES SUBDIVISION, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 2:

LOT 10, CLINTON PINES SUBDIVISION, PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

Big 5, Clinton, UT

EXHIBIT A-2

SITE PLAN

