

WHEN RECORDED MAIL TO:  
KOHL'S  
N56 W 17000 RIDGEWOOD DRIVE  
MENOMONEE FALLS, WI 53051

E 2378663 B 4570 P 1269-1275  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/9/2008 3:53:00 PM  
FEE \$25.00 Pgs: 7  
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

14-448-0001 -0004  
**MEMORANDUM OF LEASE**

Tax ID 14-448-0001  
THIS MEMORANDUM OF LEASE is effective as of the 30<sup>th</sup> day of June, 2008, by and between CLINTON CITY CENTER, LLC, a Utah limited liability company ("Landlord") and KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain land located in the City of Clinton, Davis County, Utah, which is legally described on EXHIBIT A-1 attached hereto and is depicted on the site plan attached hereto as EXHIBIT B (the "Shopping Center Land");

**WHEREAS**, Landlord has developed, or intends to develop, the Shopping Center Land as a retail shopping center (the "Shopping Center"), which shall be operated as an integrated shopping area whereby tenants, and their customers and invitees, of the stores and buildings located in the Shopping Center may use the parking areas and other common facilities situated thereon;

**WHEREAS**, pursuant to a certain Lease dated June 30, 2008, Landlord leased to Tenant and Tenant leased from Landlord the portion of the Shopping Center Land legally described on EXHIBIT A-2 attached hereto and made a part hereof and identified as "Kohl's Tract" or "Kohl's Tract" on EXHIBIT B ("Kohl's Tract"), the improvements to be constructed thereon and all appurtenant rights thereto (collectively, the "Premises"), upon the terms and conditions set forth therein; and

**WHEREAS**, Landlord and Tenant wish to place notice of the Lease on record.

**NOW, THEREFORE**, Landlord hereby leases the Premises to Tenant, Tenant hereby leases the Premises from Landlord, and Landlord and Tenant hereby execute this Memorandum of Lease for the purpose of evidencing Tenant's leasehold interest in the Premises, TO HAVE AND TO HOLD the Premises unto Tenant upon the terms, covenants and conditions contained in the Lease, for a Term of 20 Lease Years, subject to eight (8) separate options to extend the Term for successive periods of five Lease Years each.

This Memorandum of Lease is made and executed and is to be recorded with the Davis County, Utah Recorder for the purpose of giving notice of the Lease and the rights of the Parties thereunder.

This Memorandum of Lease is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease.

**LANDLORD:**

**CLINTON CITY CENTER, LLC**, a Utah limited liability company

By: *Gary M. Wright*  
Name: Gary M. Wright  
Title: Manager

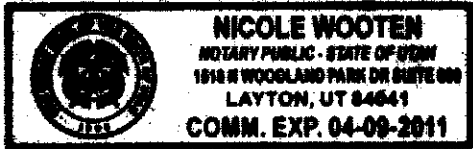
Date: *June 24, 2008*

STATE OF UTAH     )  
                                  ) SS  
COUNTY OF DAVIS )

*June*, 2008, the above-named Gary M. Wright to me known to be the Manager of Clinton City Center, LLC, a Utah limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same

*Nicole Wooten*  
Notary Public

My Commission Expires: *4/9/2011*



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease.

TENANT:

**KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation

By: Paula M. Davis-Laack  
Paula M. Davis-Laack, Legal Counsel

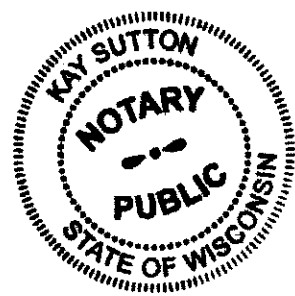
STATE OF WISCONSIN )  
  ) SS  
COUNTY OF WAUKESHA )

Personally came before me this 30<sup>th</sup> day of June, 2008, the above-named Paula Davis-Laack, to me known to be the Legal Counsel, of Kohl's Department Stores, Inc., a Delaware corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kay Sutton  
Notary Public

My Commission Expires: Sept 26, 2010

This instrument was drafted by  
and after recording mail to:  
  
Paula M. Davis-Laack, Esq.  
Kohl's Department Stores, Inc.  
N56 W17000 Ridgewood Drive  
Menomonee Falls, Wisconsin 53051



**EXHIBIT A-1  
SHOPPING CENTER LAND  
LEGAL DESCRIPTION**

ALL OF LOTS 1, 2, 3 AND 4, PARK PLAZA SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2374838, IN BOOK 4561, PAGE 304.

**EXHIBIT A-2  
KOHL'S TRACT  
LEGAL DESCRIPTION**

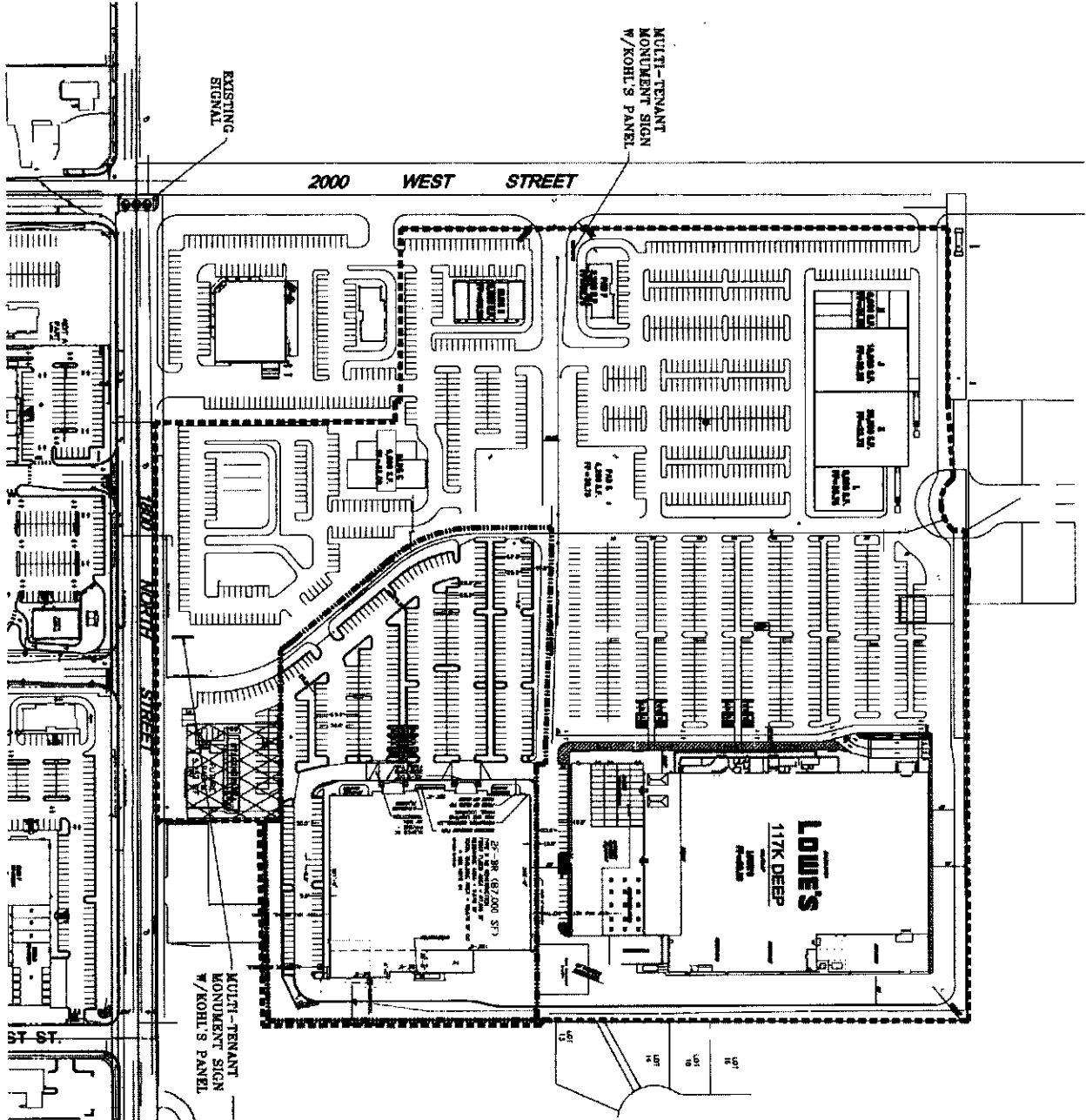
ALL OF LOT 1, PARK PLAZA SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH AS ENTRY NO. 2374838, IN BOOK 4561, PAGE 304.

**EXHIBIT B  
SITE PLAN**

MOL

LEGEND

- Kohl's Tract
- ..... Shopping Center



Kohl's Department Stores, Inc.  
1001 87700 Skelton Drive  
Menasha, WI 53051

INFORMED BY THE PROPERTY OF KOHL'S  
DEPARTMENT STORES, INC., 1001 87700  
SHELTON DRIVE, MENASHA, WISCONSIN  
53051. THIS PLAN IS THE PROPERTY OF  
KOHLS AND IS NOT TO BE REPRODUCED  
OR TRANSMITTED IN ANY FORM OR BY  
ANY MEANS, ELECTRONIC OR MECHANICAL,  
INCLUDING PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION STORAGE AND  
RETRIEVAL SYSTEM, WITHOUT THE  
WRITTEN PERMISSION OF KOHL'S.

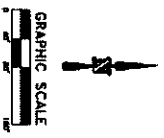
SOC Name/Logo

Author  
Designer  
Checker

MILE  
1/4  
1/2  
3/4  
1

DATE	REVISION DESCRIPTION
07-01-08	Created MOL Exhibit

LOCATION:  
NEQ HWY 37 &  
HWY 108  
Clinton, UT



REQUIRED SHEET  
SIZE: 24" X 36"

KOHL'S PROJECT # 1333  
DATE 04-09-08  
DRAWN BY TV  
CHECKED BY TV  
SOC PROJECT #  
SITE PLAN: 22

SHEET NO. 1 OF 1