

WHEN RECORDED RETURN TO:

Petco Animal Supplies, Inc.
654 Richland Hills Drive
San Antonio, Texas 78245

PIN/Tax Map Reference No.: 14-476-0001, 14-476-0002, 14-476-0005
14-479-0008, 14-479-0009, 14-479-0010, 14-479-0011, 14-479-0012,
and 14-479-0013 SPACE ABOVE THIS LINE FOR RECORDER'S USE

Memorandum of Lease

STATE OF UTAH
COUNTY OF DAVIS

COURTESY RECORDING
This document is being recorded solely as a courtesy
and an accommodation to the parties named herein.
Stewart Title hereby expressly
disclaims any responsibility or liability for the accuracy
or the content thereof.

THIS MEMORANDUM OF LEASE ("Memorandum") is executed to be effective the 23 day of June, 2017, by and between **CLINTON CITY CENTER, LLC**, a Utah limited liability company ("Landlord"), and **PETCO ANIMAL SUPPLIES STORES, INC.**, a Delaware corporation ("Tenant").

By written Lease, dated June 23, 2017 (the "Lease"), Landlord demises and leases to Tenant, and Tenant takes and accepts from Landlord, that certain premises being approximately 12,500 square feet of rentable space, including all improvements situated thereon (the "Premises"), the Premises being situated in the Park Plaza Shopping Center, located at the intersection of 1800 North and 2000 West in the City of Clinton, Davis County, State of Utah (the "Shopping Center"), as more particularly described in *Exhibit "A-1"* attached hereto and incorporated herein by reference for all purposes, for a primary term ending on or about 4/1/2029 ~~2026~~ (commencing as provided in the Lease described hereafter), with all renewal options, if any, recited in the Lease.

The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein. The Lease contains the following provisions:

Landlord has granted and conveyed to Tenant and its employees, representatives, customers, invitees, subtenants, licensees, and concessionaires the non-exclusive right and license to use the Common Area as constituted from time to time including, but not limited to vehicular and pedestrian ingress and egress, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use which Landlord may from time to time uniformly prescribe for all tenants in writing, including the designation of specific areas within the Shopping Center in reasonable proximity to the Premises in which automobiles used by Tenant, its employees, subtenants, licensees and concessionaires may be parked; provided, however, that such rules and regulations do not adversely affect Tenant's hours of operation or otherwise adversely affect the operation of Tenant's business. In the event of any conflict between such rules and regulations and the provisions of this Lease, this Lease shall prevail. Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this license unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through or under Landlord.

Landlord agreed not to erect, construct, or install or allow to be erected, constructed, or installed any subsequent signage, buildings or other improvements (either permanent or temporary in nature) or make any changes to the Common Area of the Shopping Center (including the landscaping) which would obstruct or diminish the parking, signage, visibility of or the access and proximity to the Premises or otherwise interfere with the traversing of vehicular and/or pedestrian traffic from nearby thoroughfares, intersections, parking areas and the Common Area, except as set forth on the Site Plan.

Landlord covenanted and agreed that during the term of this Lease, Tenant shall have the exclusive right to engage in any and/or all aspects of the Pet Related Uses in all current and future phases of the Shopping Center except for (i) the rights of Lowe's, Kohl's and Ross pursuant to their existing leases for premises in the Shopping Center, and (ii) incidental sales (meaning the sale or display for sale of such items or services, not as the primary use of the competing tenant and taking up no more than two hundred fifty (250) square feet of such tenant's floor area). This covenant shall run with the land on which the Shopping Center is located so long as the Premises are used as a pet food and supply store. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, sub-tenant, assignee or user. Landlord agrees at its sole cost and expense to promptly and continuously enforce this non-competition covenant using all reasonable legal means.

This Memorandum describes only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions thereof. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Lease, the terms, conditions and covenants of the Lease shall prevail.

This Memorandum shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

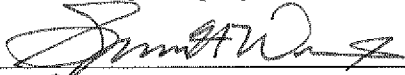
Upon termination of the Lease, pursuant to the terms thereof, either Tenant or Landlord shall have the right, without further action or approval of the other, to record a discharge or cancellation notice evidencing and providing constructive notice of Lease termination

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum to be effective as of the day and year first above written.


LANDLORD:

CLINTON CITY CENTER, LLC,
a Utah limited liability company

By: 
Name: STEVEN H. WRIGHT
Its: MANAGER
Date: 5/30/17

TENANT:

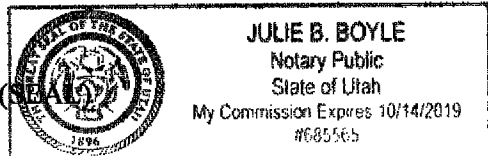
PETCO ANIMAL SUPPLIES STORES, INC.,
a Delaware corporation

By: 
Name: **Michael Nuzzo**
Its: Executive Vice President & Chief Financial Officer
Date: 6/23/17

ACKNOWLEDGMENT OF LANDLORD:

STATE OF Utah)
) ss
COUNTY OF Davis)

On this 30 day of May, 2017, before me, the undersigned Notary Public in and for said County and State, personally appeared Spencer H. Wright, as Manager of **CLINTON CITY CENTER, LLC**, a Utah limited liability company who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/she is either personally known to me or has produced _____ as identification, and did or did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.



Julie B. Boyle
Notary Public Signature
Printed/Typed Name: Julie B. Boyle
My Commission Expires: 10-14-2019
Commission Number: 685568

ACKNOWLEDGMENT OF TENANT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On JUNE 23, 2017, before me, MARIA L. SARDA, Notary Public, personally appeared MICHAEL NUZZO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]

(Seal)



Exhibit "A-1"
to Memorandum of Lease

[Legal Description]

PARCEL 1:

Lots 1, 2, and 5 PARK PLAZA SUBDIVISION 2nd AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

PARCEL 2:

Lots 8, 9, 10 ,11, 12, and 13 PARK PLAZA SUBDIVISION 3rd AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

PARCEL 3:

Benefits, Rights of Ingress and Egress and other Easements as, contained in Easements Covenants, Conditions and Restrictions recorded November 20, 2007 as Entry No. 2322284, in Book 4413, Page 1462, of Official Records, and Reciprocal Easement Agreement With Covenants, Conditions and Restrictions, recorded March 14, 2008, as Entry No. 2348867, in Book 4490, Page 134, of Official Records.

Tax ID: 14-476-0001, 14-476-0002, 14-476-0005, 14-479-0008, 14-479-0009, 14-479-0010, 14-479-0011, 14-479-0012, and 14-479-0013.