

After recording return to:

JPMorgan Chase Bank Lease Administration  
1111 Polaris Parkway, Suite 1J  
Mail Code OH1-0241  
Columbus, Ohio 43240  
Attn: Lease Administration Manager

F-77929WCH

### MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated to be effective as of March 3, 2011, is entered into by BOYER HEBER CITY, L.C., a Utah limited liability company ("Landlord"), and JPMORGAN CHASE BANK, N.A., a national banking association ("Tenant").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on Exhibit A attached hereto and incorporated herein for a term of twenty (20) years, subject to the provisions of that certain Ground Lease ("Lease") between the parties hereto, dated August 12, 2010. The provisions of the Lease are incorporated herein by this reference.

(b) The Lease grants Tenant four (4) options of five (5) years each to renew the term of the Lease, on the terms set forth therein.

(c) On the terms set forth therein, the Lease grants Tenant an easement for ingress, egress and the placement of utilities over and across certain Landlord-owned property exclusive of any portion of such property on which buildings are located. The Landlord-owned property is more particularly described in Exhibit B ("Landlord's Property") attached hereto and incorporated herein by reference.

(d) The Lease grants Tenant the exclusive right to operate a full-service depository financial institution and/or drive-through lanes, tellers and automatic teller machines on Landlord's Property as set forth therein.

(e) The Lease grants Tenant certain other rights on the terms set forth therein.

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any

inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

3. Miscellaneous. The parties have executed this Memorandum as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

**LANDLORD:**

BOYER HEBER CITY, L.C.,  
a Utah limited liability company

By: The Boyer Company, L.C.  
Its: Manager

By: *Jacob L. Boyer*  
Name: Jacob L. Boyer  
Title: Manager

STATE OF UTAH                   §  
  §  
COUNTY OF SALT LAKE       §

On The foregoing instrument was acknowledged before me this 1st day of March 2011 personally appeared before me, by Jacob L. Boyer, who duly acknowledged to me that he executed the foregoing Memorandum of Lease as authorized Manager of The Boyer Company, L.C., the Manager of for BOYER HEBER CITY, L.L.C., a Utah limited liability company, on behalf of such company.

(Seal)



*Rachael N. Niusulu*  
Notary Public

**TENANT:**

JPMORGAN CHASE BANK, N.A.,  
a national banking association

By: *Tiffany D Kaplan*  
Name: Tiffany D Kaplan  
Title: Vice President

STATE OF Arizona §  
  §  
COUNTY OF Maricopa §

This instrument was acknowledged before me on 2-23-11,  
20 11, by Tiffany A. Kaplan, the V.P. of  
JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said  
national banking association.

*Catherine S Baird*  
Notary Public

(Seal)

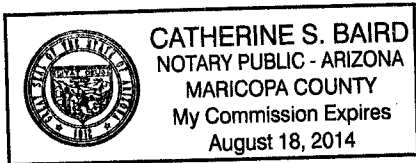


EXHIBIT A

Legal Description of Premises

Lot 13 of VALLEY STATION SUBDIVISION, recorded in the State of Utah, County of Wasatch, on August 20, 2008, Book 972, Page 2269, official records of Wasatch County, Utah

OVS-0013

**EXHIBIT B**

Legal Description of Landlord's Property

Lots 4, 6, 7, 8, 10, 11, 12, 13 and 14 of VALLEY STATION SUBDIVISION, recorded in the State of Utah, County of Wasatch, on August 20, 2008, Book 972, Page 2269, official records of Wasatch County, Utah.

- OVS - 0004
- OVS - 0006
- OVS - 0007
- OVS - 0008
- OVS - 0010
- OVS - 0011
- OVS - 0012
- OVS - 0013
- OVS - 0014