

Recording Requested By,  
and When Recorded, Return To:

Brad D. Hardy  
RAY, QUINNEY & NEBEKER  
400 Deseret Building  
P.O. Box 45385  
Salt Lake City, Utah 84145-0385

00  
C. M. K. K. K.  
Penn Koroldgas

JAN 23 11 08 AM '85

RECORDED  
SALT LAKE COUNTY

4042061

MEMORANDUM OF LEASE  
(SALT LAKE COUNTY, UTAH)

THIS MEMORANDUM OF LEASE is made as of the 17th day of January, 1985, between SOUTH TOWNE PARTNERS, a Colorado general partnership ("Landlord") and ZIONS COOPERATIVE MERCANTILE INSTITUTION, a Utah corporation ("Tenant"), who agree as follows:

1. Term and Premises. Pursuant to a certain Agreement to Lease and Lease Agreement (the "Lease") dated the 17<sup>th</sup> day of January, 1985, between Landlord and Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, upon the terms and provisions of the Lease the real property and the improvements located thereon in the County of Salt Lake, State of Utah, described in Exhibit "A" attached to this Memorandum of Lease, together with all rights, privileges, easements and appurtenances to such real property and improvements (collectively, the "Premises"). The Lease is effective immediately, with the initial term of the Lease of twenty-five (25) years commencing on or about August 1, 1986, which term is subject to two (2) ten (10) year and one (1) five (5) year extensions by Tenant.

SECURITY TITLE CO.  
FORM No. 224971

FORM 5624 PAGE 1052

2. Landlord's Obligations to Construct Improvements.

Reference is made to Articles Seventeen and Eighteen of the Lease, which provide that Landlord shall construct for Tenant, in accordance with plans and specifications approved by Tenant, a two-level, 200,000 square foot retail store, and that Landlord will construct an attached enclosed mall shopping area of approximately 200,000 square feet of leasable space. Article Nineteen further provides that Tenant shall have the right to expand its floor area by an additional 100,000 square feet.

3. Common Area. Reference is made to Articles

Twenty, Twenty-One and Twenty-Two which set forth covenants of Landlord to construct and maintain common areas for an enclosed mall which common areas include the enclosed mall area, parking areas (subject to minimum requirements) and rights of ingress and egress to the shopping mall and to the ZCMI Building. Landlord has ongoing rights to maintain said common areas. Tenant has non-exclusive easements of ingress and egress to the Premises (including common areas).

4. Provisions Binding on Landlord. The provisions of the Lease to be performed by Landlord, whether to be performed at the Premises or in any other location, and whether affirmative or negative in nature, are intended to and shall bind Landlord and its successors and tenants at any time and shall inure to the benefit of Tenant and its successors.

BOOK 5624 PAGE 1053

5. Provisions Binding on Tenant. The provisions of the Lease to be performed by Tenant, whether to be performed at the Premises or in any other location, and whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and tenants at any time and shall inure to the benefit of Landlord and its successors.

6. Covenants Running With The Land. Reference is made to Article Thirty-One of the Lease which provides, as follows: it is intended that each and all of the covenants and agreements in this Lease to be performed by or on the part of Landlord and Tenant whether to be performed on or in the Leased Premises or the Shopping Center and whether affirmative or negative in nature shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants by Landlord and Tenant shall run with the land to the end that (i) the covenants of Landlord shall be appurtenant to the Leased Premises and shall constitute covenants running with the land as between Leased Premises as the dominant tenement and the Shopping Center (excluding the Leased Premises) as the servient tenement; and (ii) the covenants of Tenant shall be appurtenant to the Shopping Center (excluding the Leased Premises) and shall constitute covenants running with the land as between the Shopping Center (excluding the Leased Premises) as the dominant tenement and the Leased Premises as the servient tenement.

BOOK 5624 PAGE 1054

7. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease referred to in paragraph 1 of this Memorandum.

8. Notices. All notices, demands, and requests given under the Lease are to the following addresses:

Landlord: South Towne Partners  
50 West Broadway, Suite 1100  
Salt Lake City, Utah 84101  
Attention: President

Zions Cooperative Mercantile  
Institution  
2200 South 900 West  
Salt Lake City, Utah 84119  
Attention: President

LANDLORD:

SOUTH TOWNE PARTNERS  
By Robert E. Marsh  
General Partner

TENANT:

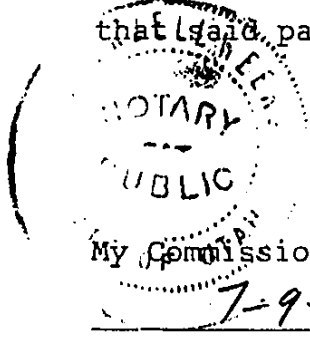
ZIONS COOPERATIVE MERCANTILE  
INSTITUTION

By Joseph Anderson  
its:

BOOK 5624 PAGE 1055

State of Utah )  
County of Salt Lake ) :ss.

On the 17 day of January, 1985, personally before me appeared Grant E. Marsh, who being by me duly sworn did say, that he is the General Partner of South Towne Partners, and that said instrument was signed in behalf of said partnership by authority of a resolution of its partners, and said Grant E. Marsh acknowledged to me that said partnership executed the same.



[Signature]  
Notary Public  
Residing in: Bountiful, Utah

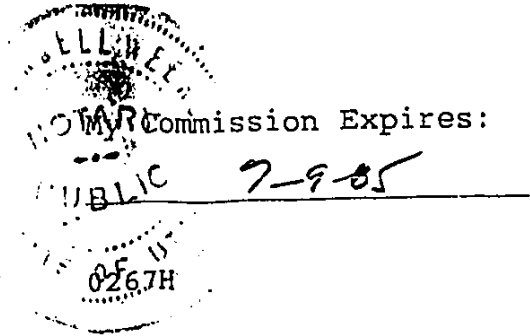
State of Utah )  
County of Salt Lake ) :ss.

On the 17 day of January, 1985, personally before me appeared Joseph A. Anderson, who being by me duly sworn did say, that he is the President of the Zions Cooperative Mercantile Institution and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Joseph

BOOK 5624 PAGE 1056

A. Anderson duly acknowledged to me that said corporation  
executed the same.

E. Norvell Welch  
Notary Public  
Residing in Salt Lake County



BOOK 5624 PAGE 1057

EXHIBIT "A"

30 ACRE PARCEL

DESCRIPTION:

Beginning at a point on the West line of State Street (50.0 feet from monument line) that is N 89°50'56" E 41.33 feet and S 0°03'34" W 1986.324 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being S 0°01'50" E along the State Street monument line between the monuments opposite the Northeast corner and the East 1/4 corner of said Section 13); thence S 89°30'10" W 3.00 feet to the Northeast corner of the Arlene Stevens property, recorded as Entry No. 1619249 on Page 97 in Book 1556 of Deeds in the Salt Lake County Recorder's office; thence along the deed lines of said property (Bearings rotated to agree with Basis of bearing) S 89°30'10" W 93.03 feet, S 70°00'10" W 35.00 feet, S 89°05'10" W 204.06 feet, and S 0°01'50" E 63.87 feet; thence S 89°01'10" W 90.563 feet; thence S 9°28'4"W 460.382 feet to a point on the new Northerly line of 10600 South Street as widened; thence along said Northerly Street line the next 2 courses: Along a curve to the left through a central angle of 5°, a distance of 91.89 feet said curve having a 1053.00 foot radius, the center of which bears S 5°25' W and continuing N 89°35' W 410.00 feet, and N 76°40'15" W 173.93 feet, and N 76°58'27" W 37.64 feet to a point that is 120 feet perpendicularly distant northerly from the as surveyed State Road Commission (SRC) Engineer's centerline station 9+05.86 of State Highway Project 15-7, said point being the end of the Non-Access line of said project; thence along the highway right of way and non-access line of said project the next 4 courses (Bearings rotated to agree with Basis of bearing): N 89°35' W 198.00 feet to a point of tangency with a 205.63 foot radius curve (SRC = 206.59) the center of which bears N 0°25' E and along said curve to the right, through a central angle of 58°26'36", a distance of 209.75 feet (SRC = 210.15) and continuing N 34°54'34" W 420.27 feet to a point on the arc of a 1740.85 foot radius curve, the center of which bears N 57°49'06" E, said point being 65 feet perpendicularly distant Northeasterly from Engineer's Station 57+61.83 from the centerline of Ramp "C" of said Highway project, and continuing Northwesterly along said curve to the right, through a central angle of 14°11'19", a distance of 431.101 feet; thence S 89°50'31" E 2001.989 feet to the West line of said State Street; thence along said West line S 0°01'50" E 349.935 feet to the Point of Beginning, containing 30.000 acres.

BOOK 5621 PAGE 1058

*ENW*