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11/16/95 4:37 PM 19-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: B GRAY , DEPUTY - WI

Recording Requested By and
When Recorded Return To:
American Stores Properties, Inc.
P.O. Box 27447
Salt Lake City, Utah 84127-0447

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MEMORANDUM OF LEASE

This Memorandum of Lease is entered into as of the 15th day of November, 1995, between SLHNET INVESTMENTS, L.C., a Utah limited liability company ("Landlord") and AMERICAN STORES PROPERTIES, INC., a Delaware corporation ("Tenant").

1. Premises. For sufficient consideration received, and the terms and conditions more particularly set forth in that certain long form lease between Landlord and Tenant of even date herewith (the "Lease"), Landlord leases to Tenant and Tenant leases from Landlord, a portion of the building described as 105 North 400 West, Salt Lake City, Utah ("the Building") described as the Third, Fourth and Fifth floors of the Building together with all easements, rights-of-way, rights, privileges, benefits and appurtenances now or hereafter belonging thereto or commonly enjoyed therewith, and other improvements to be constructed thereon (all of which are collectively called the "Premises"). The Building is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

2. Restrictions. By virtue of the Lease, Tenant, its subtenants, invitees, customers and employees and parties holding possessory rights in the Premises shall have, and are hereby granted, the use in common with Landlord and other tenants of Landlord and their respective invitees, customers, employees and parties holding possessory rights in the Building, of the portions of the Building required by the terms of the Lease to be devoted to the purposes of driving and parking motor vehicles, loading and unloading of motor vehicles and vehicular and pedestrian ingress and egress to and from and within the Building (all of which are referred to as the "Common Areas"). Additional use and development restrictions and maintenance, development and performance obligations with regard to the Premises and the Building are specified in the Lease.

The types of uses permitted in the Building shall be limited to those found in similar office buildings of a similar size in the metropolitan marketing area in which the Building is located. None of the following uses shall be conducted in the Building or appurtenant parking areas: (a) car washes, gasoline or service stations, or the displaying, repairing, renting, leasing, or sale of any motor vehicle, boat or trailer; (b) dry cleaner with on-premises cleaning; (c) any use which creates a nuisance or materially increases noise or the emission of dust, odor, smoke, gases, or materially increases fire, explosion or radioactive hazards in the Building; (d) any use involving Hazardous Materials. In the event a food service use is located in the Building, Landlord shall use its best efforts to implement measures to prevent odors emanating from such food service use

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from disturbing the occupants of the Premises.

The restrictions set forth herein shall be deemed to be restrictions and covenants, and shall be a servitude upon the entire Building, shall run with the land and shall be binding upon any person acquiring any interest in any part of the Building.

3. Term. Unless the Lease has been terminated, the "Original Term" of the Lease shall commence upon the satisfaction or written waiver by Tenant of the conditions precedent set forth in the Section of the Lease entitled "Original Term" and shall expire (a) at midnight following the fourth (4th) anniversary of the commencement of the Original Term with respect to the Third Floor ("Third Floor Commencement Date"), (b) at midnight following the fifth (5th) anniversary of the commencement of the Original Term with respect to the Fourth Floor ("Fourth Floor Commencement Date") and (c) at midnight following the sixth (6th) anniversary of the commencement of the Original Term with respect to the Fifth Floor ("Fifth Floor Commencement Date").

4. Option to Extend. Tenant, at its option, may extend the Original Term of the Lease for up to two (2) consecutive periods of five (5) years each, on the terms and conditions set forth in Section 2.2 of the Lease.

5. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

To Landlord:

SLHNET INVESTMENTS, L.C.
48 Market Street, Suite 250
Salt Lake City, Utah 84101

Fax No.: (801) 363-5275
Fed Tax I.D.# 87-0547128

To Tenant:

American Stores Properties, Inc.
444 E. 100 South
Salt Lake City, Utah 84101
Attn: Legal Department (23-9903)
Fax No.: (801) 320-5595

With copy to:

Van Cott, Bagley, Cornwall & McCarthy
50 S. Main Street
Suite 1600
Salt Lake City, Utah 84144
Attn: Rand L. Cook
Fax No.: (801) 534-0058

American Stores Properties, Inc.
2100 Swift Drive
Oak Brook, Illinois 60521
Attn: Property Management
Fax No.: (708) 571-6143

6. Successors. The rights and obligations created in the Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective restrictions, covenants and obligations pertaining to the Premises and the Building shall run with the land.

7. Incorporation and Conflicts. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, this Memorandum of Lease is executed as of the date first above written.

SLHNET INVESTMENTS, L.C., a Utah limited liability company

By *John Williams*
Its Partner / MEMBER

ATTEST:

By *Thomas K. Sina*
Its Partner / MEMBER

"LANDLORD"

AMERICAN STORES PROPERTIES, INC.,
a Delaware corporation

By *Jan Lund*
EXECUTIVE VICE President

ATTEST:

Julia A. Miller
ASSISTANT Secretary

"TENANT"

APPROVED AS TO FORM
ASPI LEGAL

Cheryl Dow

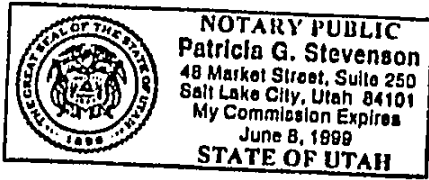
(signatures must be acknowledged)

State of Utah)

County of Salt Lake)

On Nov 14, 1995 before me, Patricia G. Stevenson, personally appeared John W. Williams
___, 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.



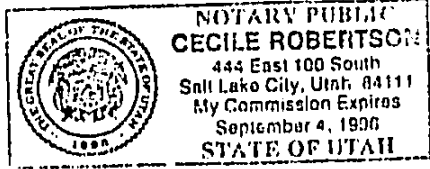
Patricia G. Stevenson
Notary Public

State of Utah)

County of Salt Lake)

On Nov. 15, 1995 before me, Cecile Robertson, personally appeared Jack Tuntard and Julie Webb
___, 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.



Cecile Robertson
Notary Public

EXHIBIT "A"

THAT LAND SITUATED IN SALT LAKE COUNTY, STATE OF UTAH, TO-WIT:

PARCEL 1

ALL OF LOTS 1 AND 8, BLOCK 98, PLAT "A", SALT LAKE CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH.

PARCEL 2

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 98, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH $0^{\circ}04'10''$ WEST ALONG THE EAST LINES OF LOT 7 AND LOT 2 OF SAID BLOCK 98, 660.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH $89^{\circ}58'54''$ WEST ALONG THE SOUTH LINE OF SAID LOT 2, 114.79 FEET TO A POINT 25.0 FEET DISTANCE EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK NO. 521 OF THE UNION PACIFIC RAILROAD COMPANY AS NOW CONSTRUCTED AND OPERATED; THENCE NORTH $0^{\circ}00'27''$ WEST ALONG A LINE PARALLEL WITH AND 25.0 FEET DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE, 484.81 FEET TO A POINT OF A 645.28 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND 25.0 FEET DISTANT EASTERLY FROM SAID TRACK CENTERLINE, 69.60 FEET TO A POINT OF TANGENCY; THENCE NORTH $6^{\circ}11'15''$ WEST PARALLEL WITH AND 25.0 FEET DISTANT EASTERLY FROM SAID TRACK CENTERLINE, 50.04 FEET TO A POINT OF A 1098.72 FOOT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND 25.0 FEET DISTANT EASTERLY FROM SAID TRACK CENTERLINE, 56.17 FEET TO THE NORTH LINE OF SAID LOT 7, BLOCK 98, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH $89^{\circ}58'54''$ EAST ALONG SAID NORTH LINE 129.43 FEET TO THE POINT OF BEGINNING.