

Albertson's, Inc.
P. O. Box 20
Boise, ID 83726

#355 W. Layton
Layton, Utah 449
10/13/83

660208 SECOND AMENDMENT TO SHOPPING CENTER SUBLEASE

THIS SECOND AMENDMENT TO SHOPPING CENTER SUBLEASE is made as of the 17th day of October, 1983, between Albertson's, Inc., a Delaware corporation ("Tenant") and CDI-Evans Development Company, a Utah limited partnership ("Landlord").

RECITALS:

A. Landlord and Tenant have entered into that certain Shopping Center Sublease dated as of August 5, 1982, First Amendment to Shopping Center Sublease dated November 3, 1982, and Memorandum of Shopping Center Sublease dated November 3, 1982, which Memorandum was recorded in the records of Davis County, Utah on January 19, 1983 in Book 928, Page 271. The Shopping Center Sublease, First Amendment, and Memorandum are hereinafter referred to collectively as "Sublease". The Sublease governs the real property more particularly described in Schedule II hereto (the "Leased Premises") which Leased Premises are part of the shopping center more particularly described in Schedule I hereto ("Shopping Center").

B. The Sublease provides for a proration of common area maintenance expenses and real property taxes for the Shopping Center based on the total square footage of all buildings in the Shopping Center including the K-Mart building. K-Mart will maintain its parcel separately and Landlord and Tenant have agreed to amend the Sublease to adjust Tenant's share of the common area maintenance expenses and taxes accordingly.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein, Landlord and Tenant agree as follows:

1. Subparagraph 8.5 of Article 8 (Common Area Maintenance) of the Sublease is deleted in its entirety, and the following is substituted therefor:

"8.5 Tenant's share of Common Area lighting, maintenance and insurance costs shall be fifty and sixty-three hundredths percent (50.63%) of said cost. This percentage is based on the area of Tenant's building being 41,903 square feet and the area of all buildings in the Shopping Center affected by the agreement for common area maintenance being 82,763 square feet. If the latter figure is increased, the percentage will be decreased accordingly."

2. Subparagraphs 13.1(a) and 13.1(b) of Article 13 (Taxes and Assessments) of the Sublease are deleted in their entirety, and the following substituted therefor:

"(a) Landlord shall use its best efforts to obtain segregated tax bills covering Tenant's Building and a land area equal to fifty and sixty-three

Recorded at request of Albertson's, Inc. Fee Paid \$ 11.00
Date DEC 20 1983 at 8:40 AM CAROL DEAN PAGE Recorder Davis County
By Grace Jean Swenson Deputy Book 972 Page 449

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hundredths percent (50.63%) of the total land area in the Shopping Center. Tenant's share shall be the amount of said segregated tax bills.

(b) If Landlord is unable to obtain the segregated tax bills referred to in subparagraph (a) above, Tenant shall pay the amount the assessor of the county in which the Leased Premises are located states in writing is attributable to Tenant's Building which statement Landlord shall obtain. Tenant's share of the taxes and assessments attributable to the land value of the Shopping Center shall be fifty and sixty-three hundredths percent (50.63%) of the taxes and assessments assessed against the entire land area of the Shopping Center."

3. Except as amended herein, the Sublease shall remain unchanged and in full force and effect.

EXECUTED as of the date first above written.

CDI-Evans Development Company,
a Utah limited partnership

Albertson's, Inc.,
a Delaware corporation

BY: CDI Ltd.,
a Utah limited partnership,
General Partner

BY: Thomas L. Sald
Vice President & General Counsel

BY: [Signature]
General Partner

BY: Minnie O. Armstrong
Assistant Secretary

CONSENT

Consented and agreed to this 8th day of Nov., 1983.

Deseret Mutual Benefit Association,
a Utah non-profit corporation

BY:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of November, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and ^{Marianne C. Armstrong} Carol L. Wood to me known to be the Vice President and General Counsel and the ~~Assistant~~ Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

~~Notary Public~~ Carol L. Wood
~~My Commission Expires~~ Boise, Idaho 83705
~~Lifetime~~

Carol L. Wood
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 19 day of October, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Walter Gasser to me known to be a General Partner of CDI Ltd., a limited partnership which limited partnership is known to me to be the general partner of CDI-Evans Development Company, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

January 1984

Creendenhall
Notary Public in and for the
State of Utah
Residing at Salt Lake City.

STATE OF UTAH)
) ss.
County of Salt Lake)

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On this 21st day of NOVEMBER, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Victor Gibb, to me known to be the Secretary of **Deseret Mutual Benefit Association**, a Utah non-profit corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

9/13/85



Notary Public in and for the
State of Utah
Residing at Salt Lake City

SCHEDULE I

Beginning at a point on the N R/W line of 2000 N. Street, Layton, Utah, said point being $NO^{\circ}03'10''E$, 50.00 ft. and $S89^{\circ}47'W$, 502.16 ft. from the $S1/4$ Cor. Sec. 7, T4N, R1W, SLB&M and running thence $NO^{\circ}03'10''E$, 784.61 ft.; thence $S89^{\circ}43'40''W$, 1085.59 ft. to the easterly R/W line of U.S. Highway 91; thence $S36^{\circ}47'E$, along said R/W, 975.58 ft. to the North R/W line of 2000 North Street; thence $N89^{\circ}47'E$, along said North R/W line 500.69 ft. to beginning.

EXCEPTING AND EXCLUDING therefrom the two following described parcels:

McDonald's Parcel (Pad C):

Beginning at a point on the Northeast R/W line of U.S. Highway 91, Layton, Utah, said point being North 775.49 ft. and West 1548.05 ft. from the South $1/4$ Cor. Sec. 7, T4N, R1W, SLB&M and running thence $N53^{\circ}13'E$, 24.73 ft.; thence $N89^{\circ}43'40''E$, 91.16 ft.; thence $S36^{\circ}47'E$, 157.30 ft.; thence $S53^{\circ}13'W$, 98.00 ft.; thence $N36^{\circ}47'W$, along said R/W line, 211.54 ft. to the point of beginning.

Bank Parcel (Pad B):

Beginning at a point on the northeast R/W line of State Highway 126, Layton, Utah, said point being North 497.95 ft. and West 1340.54 ft. from the south $1/4$ Corner of Section 7, T4N, R1W, SLB&M and running thence $N36^{\circ}47'W$, along said R/W line, 101.00 ft.; thence $N53^{\circ}13'E$, 98.00 ft.; thence $S36^{\circ}47'E$, 101.00 ft.; thence $S53^{\circ}13'W$, 98.00 ft. to the point of beginning.

The Shopping Center may also be described as follows:

Beginning at a point on the North right of way line of 2000 North Street said point being North $0^{\circ}03'10''$ East 50.00 feet, and South $89^{\circ}47'$ West 502.16 feet from the South Quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}03'10''$ East 784.61 feet; thence South $89^{\circ}43'40''$ West 1085.59 feet to the Easterly right of way line of U. S. Highway 91; thence South $36^{\circ}47'$ East 65.00 feet along said right of way to a point being North 775.49 feet and West 1548.05 feet from the South Quarter corner of said Section 7; thence North $53^{\circ}13'$ East 24.73 feet; thence North $89^{\circ}43'40''$ East 91.16 feet; thence South $36^{\circ}47'$ East 157.30 feet; thence South $53^{\circ}13'$ West 98.00 feet to the Easterly right of way line of said U. S. Highway 91; thence South $36^{\circ}47'$ East 34.00 feet along said highway; thence North $53^{\circ}13'$ East 98.00 feet; thence South $36^{\circ}47'$ East 101.00 feet; thence South $53^{\circ}13'$ West 98.00 feet to the Easterly line of said U. S. Highway 91; thence South $36^{\circ}47'$ East 564.04 feet along said highway to the North right of way line of 2000 North Street; thence North $89^{\circ}47'$ East along said North line 500.69 feet to the point of beginning.

SCHEDULE II

All of that certain real property situate in the City of Layton, County of Davis, State of Utah more particularly described as follows:

Beginning at a point S 89°47' W, 790.83 feet, along the section line, and N 0°03'10" E, 503.19 feet from the South $\frac{1}{4}$ corner of Section 7, T4N, R1W, SLB & M and running thence N 0°03'10" E, 200.50 feet; thence S 89°56'50" E, 240.34 feet; thence S 0°03'10" W, 200.50 feet; thence N 89°56'50" W, 240.34 feet to the point of beginning. Containing 48,188.17 sq. ft. or 1.1062 acres.

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