

RECORDED

MEMORANDUM OF LEASE

NOV 28 2001

This Memorandum of Lease (this "Memorandum") dated as of the    day of November, 2001 is entered into by and between **MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company (the "Tenant"), with an address at 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah (the "Landlord") with an address of 1530 South West Temple, Salt Lake City, Utah 84115.

WITNESSETH THAT:

The Landlord has leased to Tenant, and Tenant has leased from the Landlord, upon and subject to the covenants and agreements set forth in that certain Lease Agreement dated as of January 9, 1996 (the "Lease"), by and between the Landlord and Tenant, certain premises (the "Premises") located in the County of Salt Lake, State of Utah, all as more particularly described on Exhibit "A" attached hereto and made a part hereof.

The Landlord and Tenant record this Memorandum in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, the provisions thereof material to this Memorandum being incorporated herein, made a part hereof by reference and available from either party hereto at their above-stated respective addresses.

Without limitation, the Lease contains the following covenants and agreements between the Landlord and Tenant, to-wit:

1. Term. The Lease provides for a fixed term ("Term") of ten (10) years commencing as of January 9, 1996 and ending at midnight on January 8, 2006 unless modified or earlier terminated pursuant to the terms of the Lease.
2. Option to Renew. The Lease provides Tenant the option to the Lease for two (2) additional ten (10) year periods, upon at least ninety (90) days written notice to Landlord.
3. Ratification of Lease. Nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties or obligations contained therein, all of which remain in full force and effect.
4. Binding Effect. This Memorandum is binding on and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.

WITNESS the hands of the undersigned as of the date and year first written above.

TENANT:

MILLER FAMILY REAL ESTATE, L.L.C.

By: Lawrence H. Miller  
Lawrence H. Miller, Operating Manager

LANDLORD:

SALT LAKE CITY CORPORATION

By: Paul C. Gill  
Its: Mayor

ATTEST & COUNTERSIGN:

Christina Meela  
Chief Deputy City Recorder

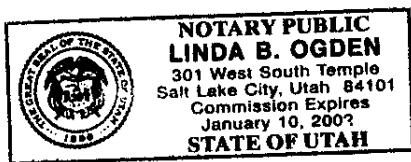
ORIGINAL DOCUMENT  
PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM. 415  
SALT LAKE CITY, UTAH 84111

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 11/21/01  
By C. B. Gill

88534PC2074

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

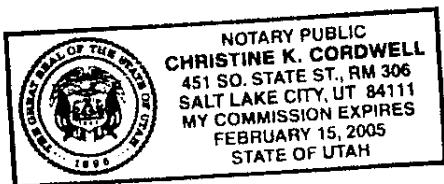
Before me, the undersigned, a Notary Public in and for said County and State, on this 29<sup>th</sup> day of November, 2001, personally appeared Lawrence H. Miller as Operating Manager for the Miller Family Real Estate, L.L.C., a Utah limited liability company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, all for the uses and purposes therein set forth.



*Linda B. Ogden*  
NOTARY PUBLIC, Residing in  
Salt Lake County, Utah

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

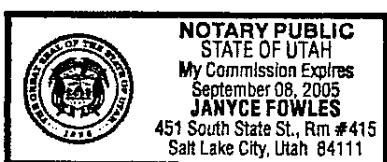
The foregoing instrument was acknowledged before me this 27 day of Nov, 2001, by Ross C. Anderson in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



*Christine K. Cordwell*  
NOTARY PUBLIC, Residing in  
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of NOVEMBER, 2001, by Chris Meeker in her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



*Janyce Fowles*  
NOTARY PUBLIC, Residing in  
Salt Lake County, Utah

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BK 8534 PG 2075

EXHIBIT A

Description of Premises

Commencing at the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°55'40" West, a distance of 152.151 feet along the South line of said Section; thence North 12°33'05" East, a distance of 54.795 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of 11000 South Street; thence North 89°55'40" West, 67.60 feet along said right-of-way line; thence North 12°33'05" East, 168.58 feet; thence North 35°42'20" East, 203.68 feet; thence North 25°57'56" East, 318.18 feet to the West right-of-way line of State Street; thence South 00°03'19" East, 150.45 feet along said right-of-way line; thence South 25°57'56" West, 188.61 feet; thence South 35°42'20" West, 195.79 feet; thence South 12°33'05" West, 140.45 feet to the POINT OF BEGINNING. Contains 0.92068 acres.

8076856  
11/30/2001 02:46 PM 15.00  
Book - 8534 Pg - 2074-2076  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: KLB, DEPUTY - WI 3 P.

BK8534 PG2076

ORIGINAL DOCUMENT  
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