

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

SCOTT R. SMITH, ESQ.  
Real Estate Attorney  
Toys "R" Us, Inc.  
461 From Road  
Paramus, New Jersey 07652-3524  
(For Recorder's Use Only)

E 1337230 8 2155 P 1566  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 JUL 28 4:15 PM FEE 26.00 DEP JJA  
REC'D FOR TITLE WEST TITLE COMPANY

Pt 10-200-0009  
9, 2<sup>nd</sup> And  
Layton Market  
Center

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE made as of the 30 day of June, 1997, by and between IG, L.C., a Utah limited liability company ("**Landlord**") and TOYS "R" US-DELAWARE, INC., a Delaware corporation, having an office at 461 From Road, Paramus, New Jersey 07652-3524 ("**Tenant**").

**Preliminary Statement**

WHEREAS, Landlord is the fee owner of certain real property more particularly described on Exhibit "A" annexed hereto (the "**Shopping Center**");

WHEREAS, by that certain Lease (the "**Lease**") of even date herewith, by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, a portion of the Shopping Center, as more particularly described on Exhibit "B" attached hereto and made a part hereof ("**Tenant's Parcel**"), for the possible construction thereon by Tenant of a building to be owned by Tenant during the Lease Term containing approximately 34,790 square feet of Gross Leasable Floor Area ("**Tenant's Building**", which, together with Tenant's Parcel, is referred to herein as the "**Demised Premises**"); and

WHEREAS, in connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Demised Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. The Lease is now in effect and the term of the Lease shall commence on the date hereof and shall terminate on the last day of the fifteenth (15th) full "Lease Year" (as said term is defined in the Lease). The Lease provides Tenant with options to renew the Lease for seven (7) successive periods of five (5) years each.

2. (a) Landlord shall not operate, lease or permit any other toy or children's clothing store located in the Shopping Center, or on any other property owned or leased by Landlord or any affiliate of Landlord which is contiguous to the perimeter of the Shopping Center, to be used for the primary sale of toys. Furthermore, Landlord shall not operate, lease to or permit, within the Shopping Center, a store which sells as its principal product outdoor play equipment; layettes; infant and juvenile food; children's books or records; infant, juvenile and children's clothing, furnishings, furniture or recreational equipment; children's games; video, electronic and computer games and equipment; candy; or sporting goods.

(b) Notwithstanding the provisions of Subsection (a) hereof, the

restriction of the sale of video and electronic games and equipment ancillary thereto shall not apply to a full line computer store for the sale of business, educational and personal computer hardware and software used for multiple applications such as IBM, Apple or Compaq; audio/video and/or electronics store provided not more than the lessor of (x) Fifteen Hundred (1,500) square feet of Gross Leasable Floor Area within said premises, or (y) 10% of the Gross Leasable Floor Area within said premises, may be used for the sale or display of video or electronic games or equipment.

(c) Notwithstanding the provisions of Subsection (a) hereof, the restrictions set forth therein shall not apply to a store which is used or occupied for the sale of any of said items if such sale is "incidental" to the business of the tenant or occupant therein. For purposes of this Subsection (c), "incidental" shall mean a use which comprises less than the lesser of (x) 2,500 square feet of Gross Leasable Floor Area within such store, or (y) ten percent (10%) of the Gross Leasable Floor Area of such store except for the sale of infant, juvenile and children's clothing as a part of full line clothing store where "incidental" shall mean the lesser of (1) 3,000 square feet of Gross Leasable Floor Area within such store, or (2) twenty percent (20%) of the Gross Leasable Floor Area of such store.

(d) Notwithstanding the provisions of Subsection (a) hereof, the restrictions on the sale of candy and infant and juvenile food or health and beauty aids shall not apply to a full line grocery store, supermarket, drugstore or pharmacy.

(e) Notwithstanding the provisions of Subsection (a) hereof, the restrictions on the sale of children's books shall not apply to a full-line book store.

3. (a) Landlord shall not (other than presently existing leases or renewals thereof) hereafter lease, rent or permit any other premises in the Shopping Center to be used or occupied for: any use which emits or results in strong, unusual or offensive odors, fumes dust or vapors; emits objectionable noise or sound; which is a public or private nuisance; nor as a theater of any kind; a full-line book store; a sports or other entertainment viewing facility (whether live, film, audio/visual or video); an automobile body and fender shop; a motor vehicle repair shop (mechanical or otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale; a so-called "head shop"; a bowling alley; a billiard parlor; a bingo parlor or any establishment conducting games of chance; a sales office, showroom or storage facility for boats, automobiles or other vehicles; a catering or banquet hall; a pawn shop; a dry cleaning or laundry plant (except for an establishment which receives and dispenses items for launder and/or dry cleaning but the processing of such items is done elsewhere); a funeral parlor; a massage parlor; a discotheque or dance hall; a recycling facility or stockyard; a health spa, exercise facility, or similar type business; a skating rink; a car wash; a health or medical clinic or rehabilitative facility; an off-track betting establishment; a house of worship; an amusement arcade or game room; a business selling so-called "second hand goods"; a junkyard; a so-called "flea market"; for office uses (excluding office space used in connection with and ancillary to a permitted retail use hereunder); industrial; factory; bar or tavern; manufacturing; warehouse (excluding any warehousing incidental to the operation of permitted retail uses hereunder); a restaurant serving meals primarily for on premises consumption within 300 feet of the Demised Premises; a fast food restaurant incorporating a coin or token operated amusement room within 300 feet of the Demised Premises; hotel/motel or residential purposes; or as a training or educational facility, which for purposes hereof shall mean a beauty school, barber school, reading room, place of instruction, or any other activity, facility, school or program catering primarily to students or trainees as

(b) Landlord shall not lease, rent or permit any other premises in the Shopping Center to be used or occupied as an adult book store or a store selling or exhibiting pornographic materials. As used herein, "an adult book store or store selling or exhibiting pornographic materials: shall include, without limitation, a store displaying for sale for exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other media capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been unrated by the Motion Picture Rating Association, or any successor thereto, or which is advertised or otherwise designated as being "X" rated or having "X" rated content (excluding those items produced prior to the use of the Motion Picture Rating system).

4. This Memorandum is subject to all of the terms, conditions and limitations set forth in the Lease and the Lease is hereby incorporated herein for all purposes with the same effect as though the terms and conditions thereof were set forth herein in their entirety.

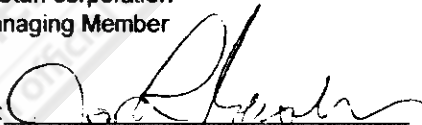
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

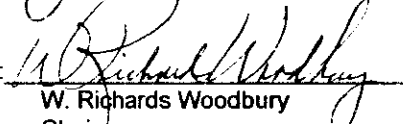
**LANDLORD:**

WITNESS:

IG, L.C., a Utah limited liability company

By: Woodbury Amsource, Inc.,  
a Utah corporation  
Managing Member

By:   
John R. Gaskill  
President

By:   
W. Richards Woodbury  
Chairman

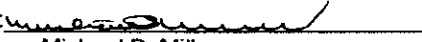
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**TENANT:**

ATTEST:

TOYS "R" US-DELAWARE, INC.,  
a Delaware corporation

  
**MICHAEL L. TUMOLO**  
ASSISTANT SECRETARY

By:   
Michael P. Miller  
Senior Vice President - Real Estate

STATE OF NEW JERSEY

E 1337230 8 2155 P 1569

COUNTY OF BERGEN

On this the \_\_\_\_\_ day of June, 1997, before me, the undersigned officer, personally appeared Michael P. Miller, who acknowledges himself to be the Senior Vice President - Real Estate of Toys "R" Us - Delaware, Inc., a Delaware corporation, and that he as such Senior Vice President - Real Estate, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Senior Vice President - Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

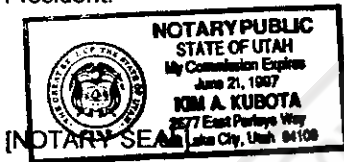
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF UTAH

COUNTY OF SALT LAKE

On this 9<sup>th</sup> day of July, 1997 before me, the undersigned officer, personally appeared John R. Gaskill, who acknowledges himself to be the President of Woodbury Amsource, Inc., a Utah corporation, the corporation which executed the foregoing instrument as Managing Member of IG, L.C., a Utah limited liability company, and that he, as such President, being authorized so to do, executed the foregoing and annexed instrument on behalf of the aforesaid corporation, Managing Member of IG, L.C., for the purposes therein contained, by signing the name of said corporation by himself as President.

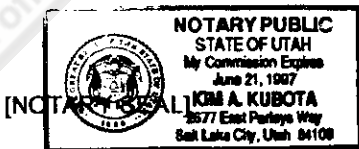


Kim A. Kubota  
Notary Public

STATE OF UTAH

COUNTY OF SALT LAKE

On this 9<sup>th</sup> day of July, 1997 before me, the undersigned officer, personally appeared W. Richards Woodbury, who acknowledges himself to be the Chairman of Woodbury Amsource, Inc., a Utah corporation, the corporation which executed the foregoing instrument as Managing Member of IG, L.C., a Utah limited liability company, and that he, as such Chairman, being authorized so to do, executed the foregoing and annexed instrument on behalf of the aforesaid corporation, Managing Member of IG, L.C., for the purposes therein contained, by signing the name of said corporation by himself as Chairman.



Kim A. Kubota  
Notary Public

COUNTY OF BERGEN

On this the 10<sup>th</sup> day of ~~June~~ <sup>July</sup>, 1997, before me, the undersigned officer, personally appeared Michael P. Miller, who acknowledges himself to be the Senior Vice President - Real Estate of Toys "R" Us - Delaware, Inc., a Delaware corporation, and that he as such Senior Vice President - Real Estate, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Senior Vice President - Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

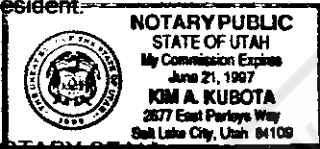
[Signature]  
Notary Public  
IMBELA MORENO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 20, 2001

STATE OF UTAH

COUNTY OF Salt Lake

On this 9<sup>th</sup> day of ~~June~~ <sup>JULY</sup>, 1997 before me, the undersigned officer, personally appeared John R. Gaskill, who acknowledges himself to be the President of Woodbury Amsource, Inc., a Utah corporation, the corporation which executed the foregoing instrument as Managing Member of IG, L.C., a Utah limited liability company, and that he, as such President, being authorized so to do, executed the foregoing and annexed instrument on behalf of the aforesaid corporation, Managing Member of IG, L.C., for the purposes therein contained, by signing the name of said corporation by himself as

President.



[NOTARY SEAL]

[Signature]  
Notary Public

STATE OF UTAH

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of June, 1997 before me, the undersigned officer, personally appeared W. Richards Woodbury, who acknowledges himself to be the Chairman of Woodbury Amsource, Inc., a Utah corporation, the corporation which executed the foregoing instrument as Managing Member of IG, L.C., a Utah limited liability company, and that he, as such Chairman, being authorized so to do, executed the foregoing and annexed instrument on behalf of the aforesaid corporation, Managing Member of IG, L.C., for the purposes therein contained, by signing the name of said corporation by himself as Chairman.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public [Signature]

EXHIBIT "A"

Description of the Shopping Center

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## SHOPPING CENTER LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, BEING ALL OF LOTS 3, 4, 5, 6, 7, 8, AND 9 OF LAYTON MARKET CENTER SUBDIVISION, COUNTY OF DAVIS, STATE OF UTAH, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT ON THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 1000 WEST STREET. SAID POINT BEING NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST 1029.98 FEET ALONG THE SECTION LINE AND SOUTH 00 DEGREES 22 MINUTES 10 SECONDS WEST 57.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE, A DISTANCE OF 543.92 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 183.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 216.17 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 246.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS AN ARC DISTANCE OF 34.82 FEET. A RADIUS OF 100.00 FEET AND A CHORD BEARING OF SOUTH 09 DEGREES 48 MINUTES 23 SECONDS EAST WITH A DISTANCE OF 34.64 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS AN ARC DISTANCE OF 34.82 FEET, A RADIUS OF 100.00 FEET AND A CHORD BEARING OF SOUTH 09 DEGREES 48 MINUTES 23 SECONDS EAST WITH A DISTANCE OF 34.64 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 185.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52 DEGREES 28 MINUTES 00 SECONDS AN ARC DISTANCE OF 22.89 FEET, A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 26 DEGREES 24 MINUTES 05 SECONDS WEST WITH A DISTANCE OF 22.10 FEET; THENCE SOUTH 52 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 36 SECONDS AN ARC DISTANCE OF 868 FEET. A RADIUS OF 232.00 FEET AND A CHORD BEARING OF SOUTH 36 DEGREES 37 MINUTES 31 SECONDS EAST WITH A DISTANCE OF 8.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 42 SECONDS AN ARC DISTANCE OF 189.47 FEET, A RADIUS OF 200.00 FEET AND A CHORD BEARING OF SOUTH 62 DEGREES 41 MINUTES 34 SECONDS EAST WITH A DISTANCE OF 182.46 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 38.75 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 440.72 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 503.11 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 1263.03 FEET TO THE POINT OF BEGINNING. CONTAINING 535,309 SQUARE FEET OR 12.29 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**Legal Description of the Tenant's Parcel**

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**Property Description**  
**Toys R Us Building Pad**  
Revised June 3, 1997

A part of the Northwest Quarter of Section 17, Township 4 North, Range 1 West, of the Salt Lake Base Meridian being a part of Lot 9A of Layton Market Center Subdivision 2<sup>nd</sup> Amended, County of Davis, State of Utah, further described as follows:

Beginning at a point which is North 00 degrees 10' 04" East 34.12 feet and North 89 degrees 55' 10" East 470.77 feet from the Southwest corner of Lot 9A which point is on the East 1000 West Street Right-of-Way Line, and is South 00 degrees 22' 10" West, 1320.03 feet along said Right-of Way Line and North 89 degrees 55' 10" East 1029.98 feet from the Northwest corner of the Northwest Quarter of Section 17, Township 4 North, Range 1 West of the Salt Lake Base Meridian

thence, North 89 Degrees 49' 56" West 200.00 feet;  
thence, North 00 Degrees 10' 04" East 183.00 feet;  
thence, South 89 Degrees 49' 56" East 200.00 feet  
thence, South 00 Degrees 10' 04" West 183.00 feet;  
to the point of beginning.

  
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