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**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**  
**BLOCKBUSTER INC.**  
3000 Redbud Boulevard  
McKinney, Texas 75069  
Attn: Area Lease Administrator

ENT 87721:2004 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Aug 02 9:22 am FEE 29.00 BY SFS  
RECORDED FOR BLOCKBUSTER INC

← M

**DEMISED PREMISES:**  
**BLOCKBUSTER VIDEO #49108**  
University Parkway (1300 S) & 800 East  
575 East University Parkway  
Orem, Utah 84097

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**MEMORANDUM OF LEASE**

This is a Memorandum of Lease by and between UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, hereinafter called LANDLORD and TRADING ZONE INC., a Delaware corporation, hereinafter called TENANT upon the following terms:

1. Date of Lease: 08/28/04
2. Lease Commencement Date: The "Primary Term" (herein so called) of this Lease shall begin on the date (the "Commencement Date") which is the later of (i) the date upon which Landlord "substantially completes" (hereinafter defined) Landlord's Work, and Tenant receives written notice of same, and (ii) the Demised Premises is delivered to Tenant free of all tenancies.
3. Site Plan of Shopping Center: See Exhibit "A" attached hereto  
Description of Shopping Center: See Exhibit "A-1" attached hereto
4. Term: ten (10) years
5. Extension Option(s): two (2) - five (5) year extension options
6. Purchase Option(s): none
7. Right of First Refusal Option: none
8. Tenant Exclusive: Landlord covenants and agrees that, during the Term, Tenant shall have the exclusive right (hereinafter, "Tenant's Exclusive Right") in the building in which the Demised Premises is located (the "Building") to sell, rent and/or distribute prerecorded video cassettes, video tapes, video discs, laser discs, video games (including without limitation CD-I), digital video discs or other video software (including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing items (hereinafter, collectively "Tenant's Exclusive Items"); provided, however, (i) in no event shall Tenant's Exclusive Right limit or restrict the sale of any of Tenant's Exclusive Items which are blank or unrecorded, (ii) in no event shall Tenant's Exclusive Right limit or restrict the right of any other tenant to engage in the sale (but not rental) of any of Tenant's Exclusive Items so long as the content of any such items is directly related to such tenant's primary use of its premises in the Building (e.g., a golf store may sell golf instructional videotapes) so long as no such tenant uses more than one hundred (100) square feet of its premises for such use, and (iii) in no event shall Tenant's Exclusive Right limit or restrict the right of any computer store in the Building from engaging in the sale (but not rental) of any computer software. This covenant and Tenant's Exclusive Right shall run with the land on which the Building is located during the Term of the Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in the Building using all reasonable legal means. In the event of a breach by Landlord under this paragraph 8, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity.
9. Use Restrictions: Tenant has entered into the Lease in reliance upon representations by Landlord that the Shopping Center is, and will remain, retail in character, and, further, that no part of the Building shall be used for (i) a theater, (ii) an auditorium, meeting hall or other place of public assembly, (iii) a school, (iv) any type of karate facility, gymnasium, health club, physical fitness facility, or an exercise or dance studio, (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) for bingo or similar games of chance, (x) a massage parlor, (xi) a game arcade,

Handwritten initials and signature in the bottom right corner.

(xii) a bowling alley, (xiii) a skating rink, (xiv) automobile sales or a car wash, car repair or car rental agency, (xv) a night club, (xvi) an adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), (xvii) hotel or other lodging facilities, or (xviii) flea market.

10. **Short-Term Parking:** Landlord will reserve for Tenant's non-exclusive use at no cost to Tenant or Tenant's employees or invitees, those twenty (20) parking spaces cross-hatched on the Site Plan ("Short-Term Parking Area") as a short-term parking area. Tenant shall have the right to mark said spaces "Short-Term Parking Twenty Minutes Only". Tenant shall have the right, if necessary, to post signs in order to enforce these parking provisions but shall not have the right to tow cars. Furthermore, Landlord shall not permit, except to the extent required by law, any fire lane, loading zone or other restrictive parking to be located in the vicinity of Tenant's storefront and entrance to the Demised Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. Any defined terms used herein shall have the same meanings as ascribed thereto in the Lease.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

(SEAL)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:**

**UNIVERSITY MALL SHOPPING CENTER, L.C.**, a Utah limited liability company

By: See Attached  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Witnesses:

Jan Baga  
Sandra Livingston

**TENANT:**

**TRADING ZONE INC.**, a Delaware corporation

By: David Roskelley  
David Roskelley, Senior Vice President

*DR*



THE STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said limited liability company for the purposes therein expressed. He/she is either ( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification, and ( ) did or ( ) did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

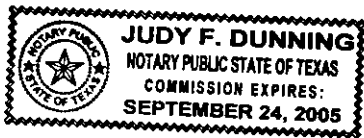
See Attached  
\_\_\_\_\_  
Notary Public Signature  
Printed/Typed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

THE STATE OF TEXAS )  
 ) §  
COUNTY OF COLLIN )

On this 28 day of June, 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared David Roskelley, as Senior Vice President for TRADING ZONE INC., a Delaware corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Judy F. Dunning  
\_\_\_\_\_  
Notary Public Signature  
Printed/Typed Name: Judy F. Dunning  
My Commission Expires: 9-24-05  
Commission Number: \_\_\_\_\_



*DR* *(LP)*

EXHIBIT "A"

SITE PLAN OF DEMISED PREMISES AND SHOPPING CENTER

(with Tenant space outlined and defined)  
(Attached hereto)

LANDLORD: \_\_\_\_\_

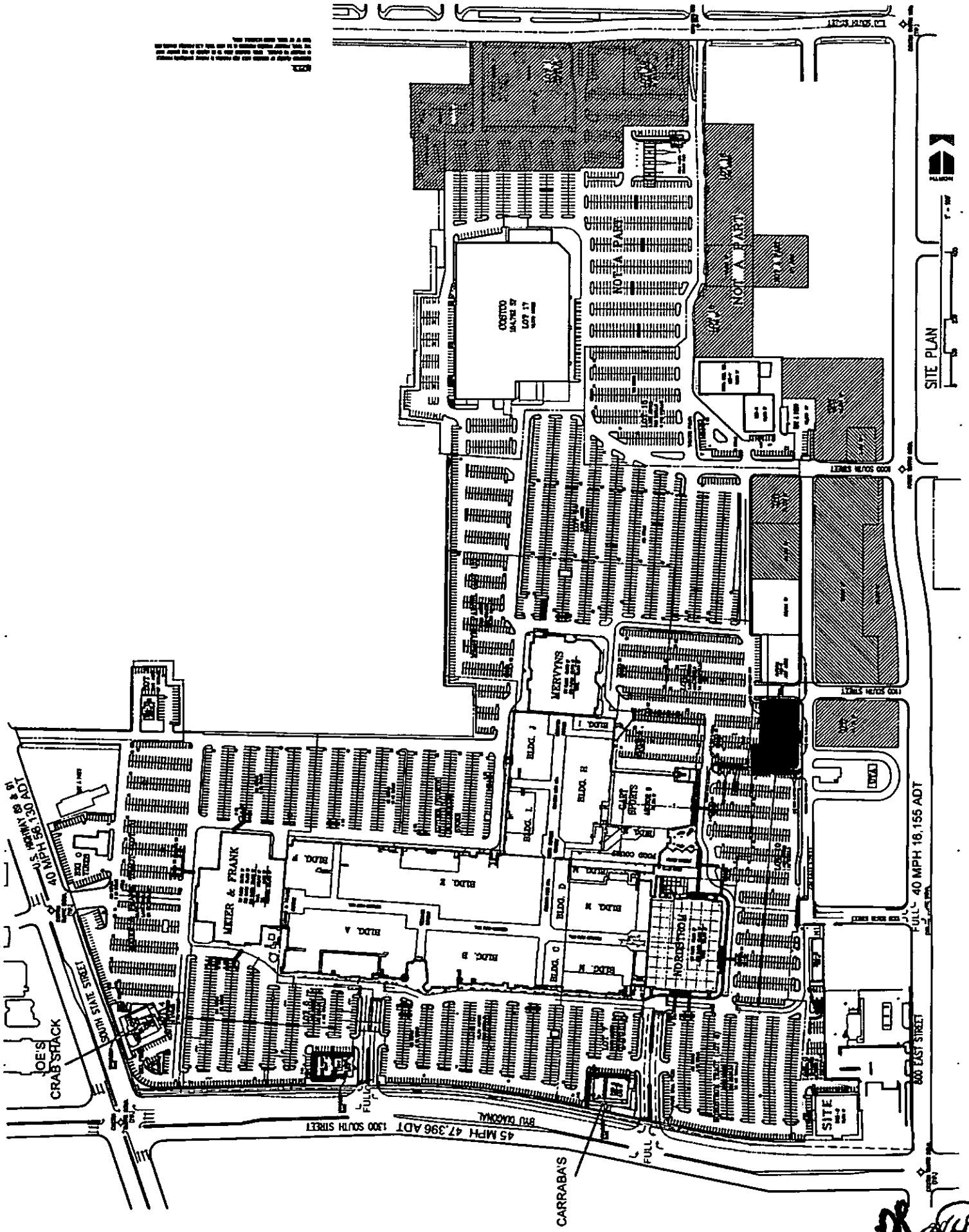
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A-1

TENANT: DR



Short-Term Parking  
Demised Premises



LEGAL DESCRIPTION OF SHOPPING CENTER

Lots 5, 6, 7, 10, 11, 12, 13, and 14, Plat "A", University Mall Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Together with a non-exclusive easement in, to and over the common areas as set forth in that certain Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitations, and obligations imposed thereby, by and between University Mall, Inc., a Utah corporation, Zions Cooperative Mercantile Institution, a Utah corporation and J. C. Penney Properties, Inc., a Delaware corporation, recorded November 3, 1971, as Entry No. 14867, in Book 1244, at Page 410 as amended in that First Amendment to Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitations, and obligations imposed thereby, recorded April 10, 1973, as Entry No. 5962, in Book 1322, at Page 666 and further amended in the Second Amendment to Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitations, and obligations imposed thereby, recorded January 29, 1992, as Entry No. 3710, in Book 2881, at Page 815.

dr

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