

RECORD AND RETURN TO:

Michael L. Tumolo, Esq.
Counsel
TOYS "R" US, INC.
461 From Road
Paramus, New Jersey 07652

ENT 50687 BK 3736 PG 894
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 AUG 7 10:25 AM FEE 35.00 BY AC
RECORDED FOR TOYS R US

(E)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made and entered into as of this 10th day of July, 1995, by and between UNIVERSITY SQUARE ASSOCIATES, LTD., a Utah limited partnership, having an address at The Hermes Building, 455 East Fifth South, Suite 400, Salt Lake City, Utah 84111 ("Landlord"), and TOYS "R" US, INC., a Delaware corporation, having an office at 461 From Road, Paramus, New Jersey 07652 ("Tenant").

W I T N E S S E T H:

A. Landlord is the owner of certain real property, consisting of approximately 10.01 acres, located at the intersection of University Parkway and Main Street in Orem, Utah, which property is more particularly described on Exhibit A-1 annexed hereto ("Landlord's Parcel"). Landlord's Parcel is part of a shopping center known as The Family Center at Orem (the "Shopping Center"), which Shopping Center is more particularly described on Exhibit A-2 annexed hereto.

B. There has been constructed on Landlord's Parcel buildings containing approximately 147,463 square feet of "Gross Leasable Floor Area" ("Landlord's Building(s)"), together with other improvements, including, without limitation, the "Common Areas", as shown on Exhibit B annexed hereto (the "Site Plan").

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the covenants and agreements set forth herein and in the agreement of lease between Landlord and Tenant dated as of July 10, 1995 (hereinafter called the "Lease"), Landlord and Tenant hereby agree as follows:

DEMISE OF PREMISES

ENT 50687 BK 3736 PG 895

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, for the term hereinafter provided, a portion of one of Landlord's Buildings, which portion shall contain approximately 20,873 square feet of Gross Leasable Floor Area on the ground floor, which portion is shown crosshatched on the Site Plan ("Tenant's Building Area"), together with the land thereunder and all of the improvements now or hereafter erected therein or appurtenant thereto, including, without limitation, the loading area and the compactor and transformer pads, if any, shown on the Site Plan (herein collectively called the "Demised Premises"), and together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, arising out of any public or private grant or authority, including, without limitation, the nonexclusive right to use the Common Areas in common with other tenants and occupants of the Shopping Center, as more particularly provided in the Lease, and the rights and easement appurtenant to Landlord's Parcel set forth in that certain Reciprocal Easement and operation Agreement, among R. C. Willey Home Furnishings, University Square Associates, Ltd., and Tenant, dated as of April 26, 1991, and recorded in the County Recorder's Office on April 30, 1991 in Book 2785 at page 702, as amended by First Amendment to Reciprocal Easement and Operating Agreement dated as of October 22, 1991 and recorded on August 21, 1992 in Book 2986, at page 801 (collectively the "REA").

TERM

Tenant shall have and hold the Demised Premises, together with any and all appurtenances thereto, and the easements, rights and privileges herein granted to Tenant, for and during the Lease Term. The Lease Term shall commence on the date of execution and deliver of this Lease by both parties (the "Execution Date"), and, shall end on the last day of the fifteenth (15th) "Lease Year" (the "Initial Term"), unless extended pursuant to the Lease.

As used herein, the term "Lease Term" shall mean the period from the Execution Date to the later of (i) the expiration of the Initial Term, or (ii) the date of the expiration of the latest renewal period for which Tenant has exercised its option to extend the term of the Lease.

As used herein, the term "Lease Year", shall mean each successive period of twelve (12) consecutive calendar months. The first "Lease Year" shall commence on the February 1 first occurring after the "Rent Date".

Subject to the satisfaction of certain conditions precedent set forth in the Lease, the "Rent Date" shall be the date which is the earlier of (x) the date Tenant opens for business in and from the Demised Premises, or (y) October 1, 1995.

Tenant shall have three (3) successive options to extend the Lease Term for three (3) separate renewal periods of five (5) years each, each commencing at the expiration of the then current Lease Term.

ENT 50687 BK 3736 PG 896

THE FOLLOWING PROVISIONS, AMONG OTHERS, ARE CONTAINED IN THE LEASE. (ANY TERM NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE SAME MEANING ASCRIBED TO IT IN THE LEASE.)

USE

Except as otherwise provided in the Lease, the Demised Premises may be used and occupied for the retail sale of infant, juvenile and children's clothing', apparel, shoes, accessories and furnishings; or for any other lawful retail use or purpose not in conflict with the existing REA.

RESTRICTIVE COVENANTS

Except as otherwise permitted in the Lease, Landlord shall not operate, lease or permit any other store located in Landlord's Parcel to be used for the sale of infant, juvenile and children's clothing, apparel, shoes, accessories and furnishings.

* * * * *

Landlord shall not hereafter lease, rent or permit any premises in the Shopping Center to be used or occupied for:

1. 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

2. as a theater of any kind; a sports or other entertainment viewing facility (whether live, film, audio/visual or video) ; an automobile body and fender shop; an automobile repairs 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 restaurant serving meals primarily for on premises consumption; a catering or banquet hall; a fast food restaurant incorporating a coin or token operated amusement room; 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; an establishment serving alcoholic beverages for on premises consumption (except if ancillary and incidental to a full service sit down restaurant permitted pursuant to Subsection (c) hereof); 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; an adult business; a discotheque or dancehall; a recycling facility or stockyard; a health spa, exercise facility, or similar type business; a recreation or fitness facility, whether providing exercise recreational, educational, entertainment or fitness activities, or any combination of the foregoing; a skating rink; a car wash; a health or medical clinic or rehabilitative facility; an offtrack 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"; or

3. for office (excluding office space used in connection with and ancillary to a permitted retail use hereunder); industrial, factory, manufacturing, warehouse (excluding any warehousing incidental to the operation of permitted retail uses hereunder), hotel/motel or residential purposes; or

4. 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 opposed to shoppers.

* * * * *

Except as otherwise permitted in the Lease, Landlord shall not use, lease or rent any premises in Landlord's Parcel to be used or occupied as, nor consent to or permit any premises within the remainder of the Shopping Center to be used or occupied as, an adult book store or a store selling or exhibiting pornographic materials.

* * * * *

Except as otherwise permitted in the Lease, Landlord shall not use, lease or rent any premises in Landlord's Parcel to be used or occupied as, nor consent to or permit any premises in the remainder of the Shopping Center to be used or occupied as, a restaurant or food establishment.

* * * * *

ENT 50687 BK 3736 PG 898

Landlord shall not perform any repairs, replacements or maintenance to any portion of Landlord's Parcel, including the Demised Premises (other than day to day maintenance and emergency repairs) during the months of March, April, August and September, without the prior consent of Tenant.

* * * * *

Landlord shall not perform any exterior construction or alterations within Landlord's Parcel during the period commencing 30 days prior to Easter Sunday and ending on the Monday following Easter Sunday, and the period commencing August 10 and ending fourteen (14) days after Labor Day, without the prior consent of Tenant.

COMMON AREAS

Landlord shall not change or alter the location of curb cuts, roadways, access aisles and sidewalks, nor change the points of ingress and egress to and from Landlord's Parcel from the public roads, or between Landlord's Parcel the other parcels or tracts of land within the Shopping Center, from the locations shown therefor on the Site Plan.

* * * * *

Landlord shall not construct any barrier, building or other structure (including temporary structures) on any portion of the Common Areas within Landlord's Parcel, nor in any manner obstruct the visibility of Tenant's Building.

* * * * *

Landlord agrees that the paved parking area of the Common Areas within the Shopping Center shall be sufficient in size to maintain a minimum parking ratio of 4.5 ground level parking spaces for every 1,000 square feet of Gross Leasable Floor Area within Landlord's Buildings, including the Demised Premises. Landlord shall not construct upon Landlord's Parcel, nor permit to be constructed within the remainder of the Shopping Center, any above or below grade parking structures or facilities.

RIGHTS AND EASEMENTS

Landlord hereby grants to Tenant, during the Lease Term, an easement under and over the Common Areas for incidental encroachments as Tenant may from time to time deem necessary or desirable, including, without limitation, encroachments for overhangs for signs, lights and lighting devices and other architectural treatments.

* * * * *

Subject to the prior written approval of Landlord first had and obtained, which approval shall not be unreasonably delayed or denied, Landlord hereby grants to Tenant the right, during the "Lease Term", to grant to third parties, non-exclusive rights, easements and licenses, on, across and within the Demised Premises and Common Areas, as Tenant may from time to time deem necessary or desirable and to the extent Tenant is granted rights thereto or an interest therein pursuant to this Lease. Any such right, easement or license granted pursuant hereto shall terminate upon the expiration of the Lease Term or other earlier termination of this Lease.

* * * * *

Landlord hereby grants to Tenant, its agents, contractors and subcontractors a temporary nonexclusive easement and right of use appurtenant to and for the benefit of the Demised Premises in and to the Common Areas for the purpose of ingress, egress, delivery, and removal of construction equipment and supplies and installation of temporary utility lines, and in and to those portions of the Common Areas shown and designated on the Site Plan as "Staging Area" for the storage of construction equipment and supplies and the placement of construction trailers.

* * * * *

Subject to certain requirements and limitations set forth in the Lease, Tenant shall have the right, at Tenant's cost and expense, throughout the Lease Term, to install, replace, maintain and use utility lines, conduits and facilities serving the Demised Premises (including, without limitation, storm sewer, sanitary sewer, water, gas, electric, telephone and cable and satellite communication facilities), about, within, under and upon the Demised Premises (including without limitation, upon the roof of Tenant's Building) and Common Areas of Landlord's Parcel, and, to the extent permitted under the REA, the Common Areas of the remainder of the Shopping Center.

* * * * *

Subject to certain requirements and limitations set forth in the Lease, Landlord hereby grants to Tenant the right, during the Lease Term, to grant to utility companies (public or private) providing said utility lines, facilities and/or service to the Demised Premises, perpetual, non-exclusive rights and easements to install, replace, relocate, repair, operate and maintain lines, pipes, wires, conduits and other facilities on, under, across and within the Demised Premises, the Building, the Common Areas of Landlord's Parcel, and, to the extent permitted under the REA, the Common Areas of the remainder of the Shopping Center, as may from time to time be necessary or desirable to supply the Demised Premises with adequate utility service, together with the right of ingress and egress and other rights appurtenant thereto.

* * * * *

Unless resulting from Landlord's compliance with the requirements of Governmental Authorities, Landlord shall not cause nor permit to be caused any obstruction to the visibility of Tenant's Panel.

* * * * *

Landlord, for itself and its successors and assigns, hereby grants to Tenant, its successors and assigns, a non-exclusive easement and right of use, appurtenant to and for the benefit of the Demised Premises, in and to the Common Areas of the Shopping Center, for all the purposes for which such Common Areas are intended, for and during the Lease Term. It is agreed that the easement granted hereby shall be for the benefit of, but not restricted solely to, Tenant, and Tenant may grant the benefit of such easement to its tenants or other occupants of the Demised Premises for the duration of such occupancy and to the customers, employees and business invitees of Tenant, its tenants or other occupants, but same is not intended nor shall it be construed as creating any right in or for the benefit of the general public.

Nothing in this Memorandum of Lease shall be deemed to

modify, amend, alter, limit or otherwise change any of the provisions of the Lease, and reference is hereby made to the Lease for all of its terms, covenants and conditions, all of which are hereby incorporated herein by reference.

ENT 50487 BK 3736 PG 901

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

Witness:

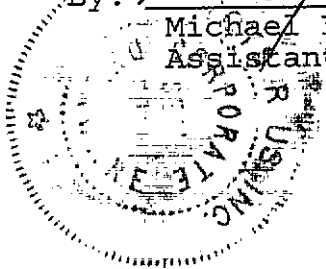
UNIVERSITY SQUARE ASSOCIATES, LTD.,
by UNIVERSITY SQUARE ASSOCIATES, INC.,
Its sole General Partner

Ronald Gray By: *J. Rees Jensen*
J. Rees Jensen
President

Witness:

TOYS "R" US, INC.

By: *Michael L. Tumolo* By: *Michael Paul Miller*
Michael L. Tumolo
Assistant Secretary
Michael Paul Miller
Sr. Vice President -
Real Estate



STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

ENT 50687 BK 3736 PG 902

ss.:

On the 11th day of July, 1995, before me
Lisa A. Denise, the undersigned Notary Public,
personally appeared MICHAEL PAUL MILLER and MICHAEL L. TUMOLO,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are
subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that
by their signatures on the instrument TOYS "R" US, INC., a
Delaware corporation, the entity upon behalf of which they acted,
executed the instrument.

WITNESS my hand and seal.

Lisa A. Denise
Notary Public
LISAA DENISE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 7-28-98

STATE OF UTAH)
)
COUNTY OF Salt Lake)

ss.:

On the 10th day of July, 1995, before me
Ellen Falvo, the undersigned Notary Public,
personally appeared J. Rees Jensen
and J. Rees Jensen personally
known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the
same in their authorized capacities, and that by their signatures
on the instrument UNIVERSITY SQUARE ASSOCIATES, LTD., a Utah
limited partnership, the entity upon behalf of which they acted,
executed the instrument.

WITNESS my hand and seal.

Ellen Falvo
Notary Public


 Notary Public
ELLEN FALVO
455 East 500 South #400
Salt Lake City, Utah 84111
My Commission Expires
October 1, 1997
State of Utah

EXHIBIT A-1

Description of Landlord's Parcel

ENT 50687 BK 3736 PG 903

Lots 2, 4 and 5, University Square, Plat "A", a Subdivision according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Also Lot 1, University Square, Plat "C", a Subdivision according to the official plat thereof on file and of record in the office of the Utah Recorder.

EXHIBIT A-2

Description of Shopping Center

ENT 50687 BK 3736 PG 904

LOT 1

BEGINNING AT A POINT THAT IS NORTH 00°44'08" WEST 1956.41 FEET ALONG THE SECTION LINE AND EAST 57.74 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°15'43" EAST 364.95 FEET; THENCE SOUTH 00°44'17" WEST 349.00 FEET; THENCE NORTH 89°15'43" WEST 19.00 FEET; THENCE SOUTH 00°44'17" WEST 140.00 FEET; THENCE SOUTH 89°15'43" EAST 60.00 FEET; THENCE SOUTH 00°44'17" WEST 135.01 FEET; THENCE NORTH 89°15'43" WEST 138.04 FEET; THENCE SOUTH 64°12'01" WEST 310.01 FEET; THENCE NORTH 00°13'54" WEST 742.29 FEET TO A TANGENT POINT ON A 20 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 45°15'11" EAST 28.52 FEET); THENCE 31.75 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.
CONTAINING 5.95 ACRES.

LOT 2

BEGINNING AT A POINT THAT IS NORTH 00°44'08" WEST 1956.41 FEET ALONG THE SECTION LINE AND EAST 57.74 FEET AND SOUTH 89°15'43" EAST 364.95 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°15'43" EAST 55.58 FEET; THENCE SOUTH 00°44'17" WEST 339.00 FEET; THENCE NORTH 89°15'43" WEST 4.58 FEET; THENCE SOUTH 00°44'17" WEST 150.00 FEET; THENCE NORTH 89°15'43" WEST 70.00 FEET; THENCE NORTH 00°44'17" EAST 140.00 FEET; THENCE SOUTH 89°15'43" EAST 19.00 FEET; THENCE NORTH 00°44'17" EAST 349.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.67 ACRES.

LOT 3

BEGINNING AT A POINT THAT IS NORTH 00°44'08" WEST 1956.41 FEET ALONG THE SECTION LINE AND EAST 57.74 FEET AND SOUTH 89°15'43" EAST 420.53 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°15'43" EAST 187.97 FEET; THENCE SOUTH 89°06'37" EAST 52.20 FEET; THENCE SOUTH 00°14'17" WEST 397.36 FEET; THENCE NORTH 89°15'43" WEST 42.75 FEET; THENCE SOUTH 00°44'17" WEST 297.09 FEET; THENCE WEST 15.24 FEET; THENCE SOUTH 64°11'58" WEST 268.00 FEET; THENCE NORTH 00°13'54" WEST 190.51 FEET; THENCE SOUTH 89°15'43" EAST 46.22 FEET; THENCE NORTH 00°44'17" EAST 135.01 FEET; THENCE SOUTH 89°15'43" EAST 10.00 FEET; THENCE NORTH 00°44'17" EAST 150.00 FEET; THENCE SOUTH 89°15'43" EAST 4.58 FEET; THENCE NORTH 00°44'17" EAST 339.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 4.03 ACRES.

ENT 50687 BK 3736 PG 905

LOTS 4,5,& 6

BEGINNING AT A POINT THAT IS NORTH 00°44'08" WEST 1956.41 FEET ALONG THE SECTION LINE AND EAST 57.74 FEET AND SOUTH 89°15'43" EAST 608.50 FEET AND SOUTH 89°06'37" EAST 52.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°06'37" EAST 259.50 FEET; THENCE SOUTH 00°43'48" WEST 261.41 FEET; THENCE SOUTH 89°16'12" EAST 330.25 FEET; THENCE SOUTH 00°47'40" EAST 362.38 FEET; THENCE NORTH 89°20'19" WEST 62.52 FEET; THENCE SOUTH 00°39'41" WEST 165.00 FEET; THENCE NORTH 89°20'19" WEST 195.50 FEET; THENCE SOUTH 00°39'41" WEST 10.00 FEET; THENCE NORTH 89°20'19" WEST 344.12 FEET; THENCE NORTH 00°32'33" WEST 106.17 FEET; THENCE WEST 37.94 FEET; THENCE NORTH 00°44'17" EAST 297.09 FEET; THENCE SOUTH 89°15'43" EAST 42.75 FEET; THENCE NORTH 00°44'17" EAST 397.36 FEET TO THE POINT OF BEGINNING.
CONTAINS 8.92 ACRES.

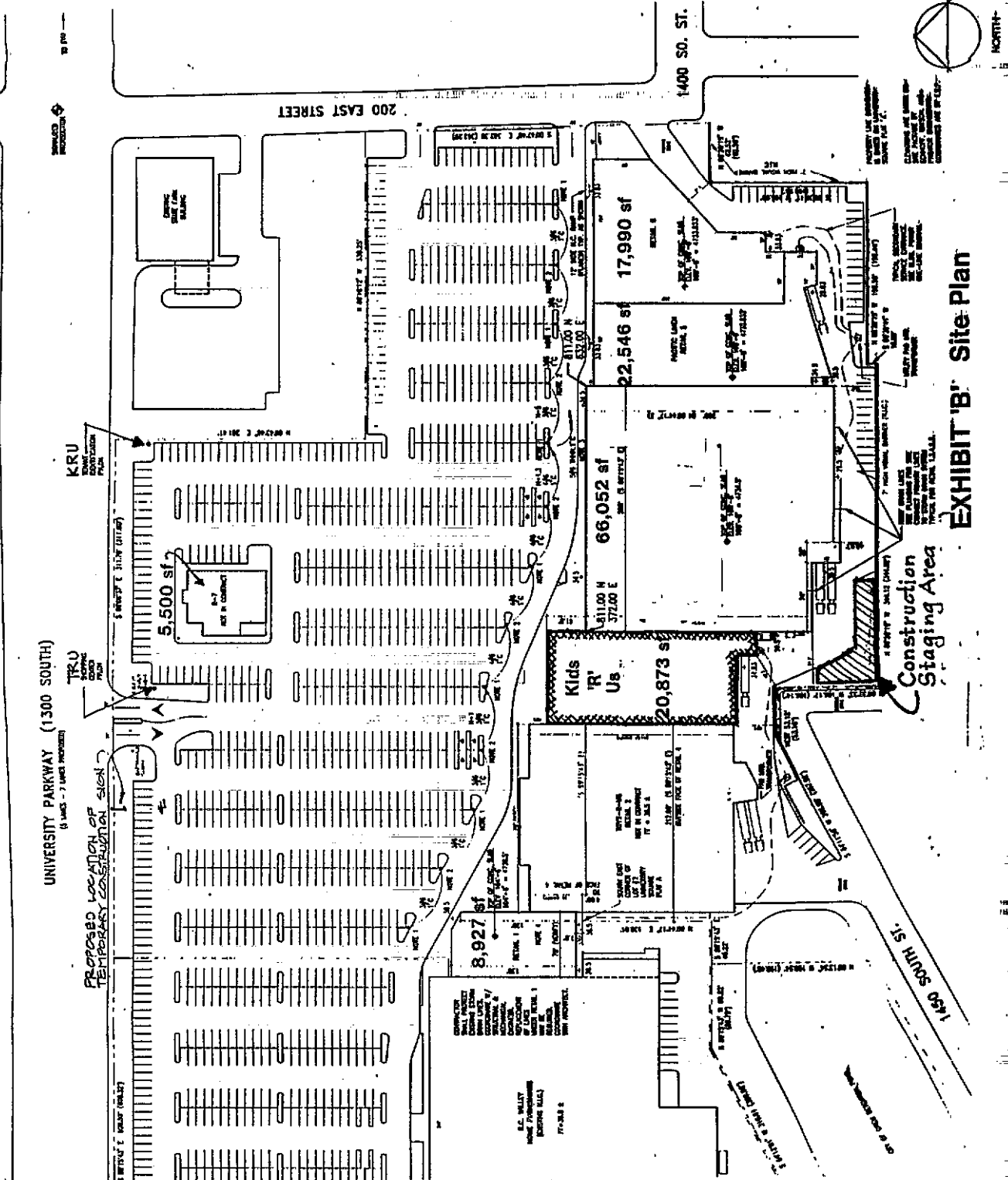


EXHIBIT 'B' Site Plan

Gross Leaseable Floor Area

- 5,500
- 8,927
- 20,873
- 66,052
- 22,546
- 17,990

141,888 sf TOTAL