

Store #49082

WHEN RECORDED MAIL TO:

BLOCKBUSTER INC.  
3000 Redbud Boulevard  
McKinney, Texas 75069  
Attn: Real Estate/Legal Department

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF LEASE**

This is a Memorandum of Lease by and between AMSOURCE Z-VALUE, LLC, hereinafter called LANDLORD, and BLOCKBUSTER INC., hereinafter called TENANT upon the following terms:

1. Date of Lease: 2-6-01
2. Site Plan of the Shopping Center: See Exhibit "A" attached hereto.  
Legal Description of the Shopping Center: See Exhibit "A-1" attached hereto.
3. Date of Commencement: The Primary Term of this Lease shall begin on the date which is the later of (i) the date upon which Landlord substantially completes Landlord's Work, and Tenant receives written notice of same, and (ii) the date the Demised Premises is delivered to Tenant free of all tenancies.
4. Term: Five (5) Years.
5. Extension Option(s): 3 - 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 Shopping Center (or any property contiguous or adjacent to the Shopping Center), owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, 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, nothing herein shall be deemed to prohibit the incidental sale by other tenants in the Shopping Center of Tenant's Exclusive Items, provided (i) the sale of such Tenant's Exclusive Items comprises less than seven percent (7%) of any of such other tenant's gross sales, and (ii) not more than the lesser of (a) seven percent (7%) of any of such other tenant's floor area or (b) two hundred fifty (250) square feet is devoted to the display of Tenant's Exclusive Items. This covenant and Tenant's Exclusive Right shall run with the land on which the Shopping Center is located and on any property contiguous or adjacent to the Shopping Center owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, during the Term of this Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in the Shopping Center using all reasonable legal means. In

*Handwritten initials/signature*

the event of a breach by Landlord under this paragraph, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity.

Notwithstanding anything to the contrary contained in the foregoing, Tenant's Exclusive Right shall not, so long as Landlord's lease with Macey's (or the successors or assigns of Macey's), is still in full force and effect, apply to the space (the "Macey's Space") which is designated on the Site Plan as the "Macey's Space". In the event Landlord ever acquires control over the use of the Macey's Space, or in the event Landlord has the right under its current Lease with Macey's to control the use of the Macey's Space, then Landlord shall be prohibited from allowing any portions of said Macey's Space to be used in violation of Tenant's Exclusive Right.

9. Use Restrictions: Tenant has entered into this 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 Shopping Center 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 (provided, however, that none of the aforementioned uses in this subparagraph (iv) shall be prohibited in the area of the Shopping Center designated on the Site Plan as the Permitted Health Club Zone), (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) bingo or similar games of chance, (x) a massage parlor, (xi) a game arcade, (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. In addition, no sit down style restaurant with a seating capacity of more than thirty five (35) seats shall be permitted to be located in the areas of the Shopping Center designated on the Site Plan as Pad A and Pad B.

10. Reserved Parking: Landlord will reserve for Tenant's exclusive use, at no cost to Tenant or Tenant's employees or invitees, those ten (10) parking spaces cross-hatched on the Site Plan ("Reserved Parking Area"). Tenant shall have the right to mark said spaces "Reserved Parking Blockbuster Video Only". Tenant shall have the right, if necessary, to post signs in order to enforce these parking provisions as well as the right to tow cars. Furthermore, except for handicapped parking as shown on the Site Plan, 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.

Notwithstanding anything to the contrary contained herein, in the event that Landlord is not permitted to reserve parking spaces in the Shopping Center for the exclusive use of Tenant under that certain Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and filed in the Official Public Records of Tooele County, Utah as Entry No. 141401, in Book 602, at Page 330, then Landlord and Tenant agree that such spaces shall become available for the non-exclusive use of all tenants in the Shopping Center (including Tenant), and their respective agents, employees, contractors and invitees, except that Tenant shall be entitled, at its sole cost and expense, to paint upon the parking spaces which are cross-hatched on the Site Plan as the Reserved Parking Area, a message which designates such parking spaces as being available for 30 minute parking only.

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.

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

*KGA*  
*DR*

(SEAL)

LANDLORD:

AMSOURCE Z-VALUE, LLC, a Utah limited liability company

Witness:

[Handwritten Signature]  
[Handwritten Signature]

By: [Handwritten Signature]  
Name: Kevin B Hawkins  
Title: Manager

(SEAL)

TENANT: BLOCKBUSTER INC., a Delaware corporation

Witness:

[Handwritten Signature]  
[Handwritten Signature]

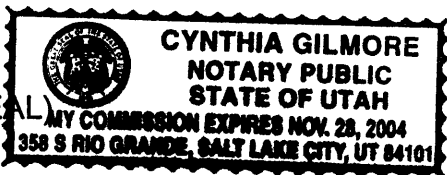
By: [Handwritten Signature]  
Name: David Roskelley  
Title: Senior Vice President

[Acknowledgment of Landlord]

STATE OF Utah )  
 ) SS.  
COUNTY OF Salt Lake )

On this 4th day of February, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Kevin B. Hawkins, as Manager of Amsource Z-Value, LLC, a(n) Utah limited liability co., who executed the foregoing instrument on behalf of said Amsource Z-Value 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)



[Handwritten Signature]  
Notary Public Signature  
Printed/Typed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

[Handwritten Initials]

[Acknowledgment of Tenant]

STATE OF TEXAS )  
 ) SS.  
COUNTY OF DALLAS )

On this 10<sup>th</sup> day of January, 2001 before me, the undersigned Notary Public in and for said County and State, personally appeared David Roskelley, as Senior Vice President for BLOCKBUSTER 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.

*Tiffany S. Ramsey*

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



*1/10/01*  
*DR*

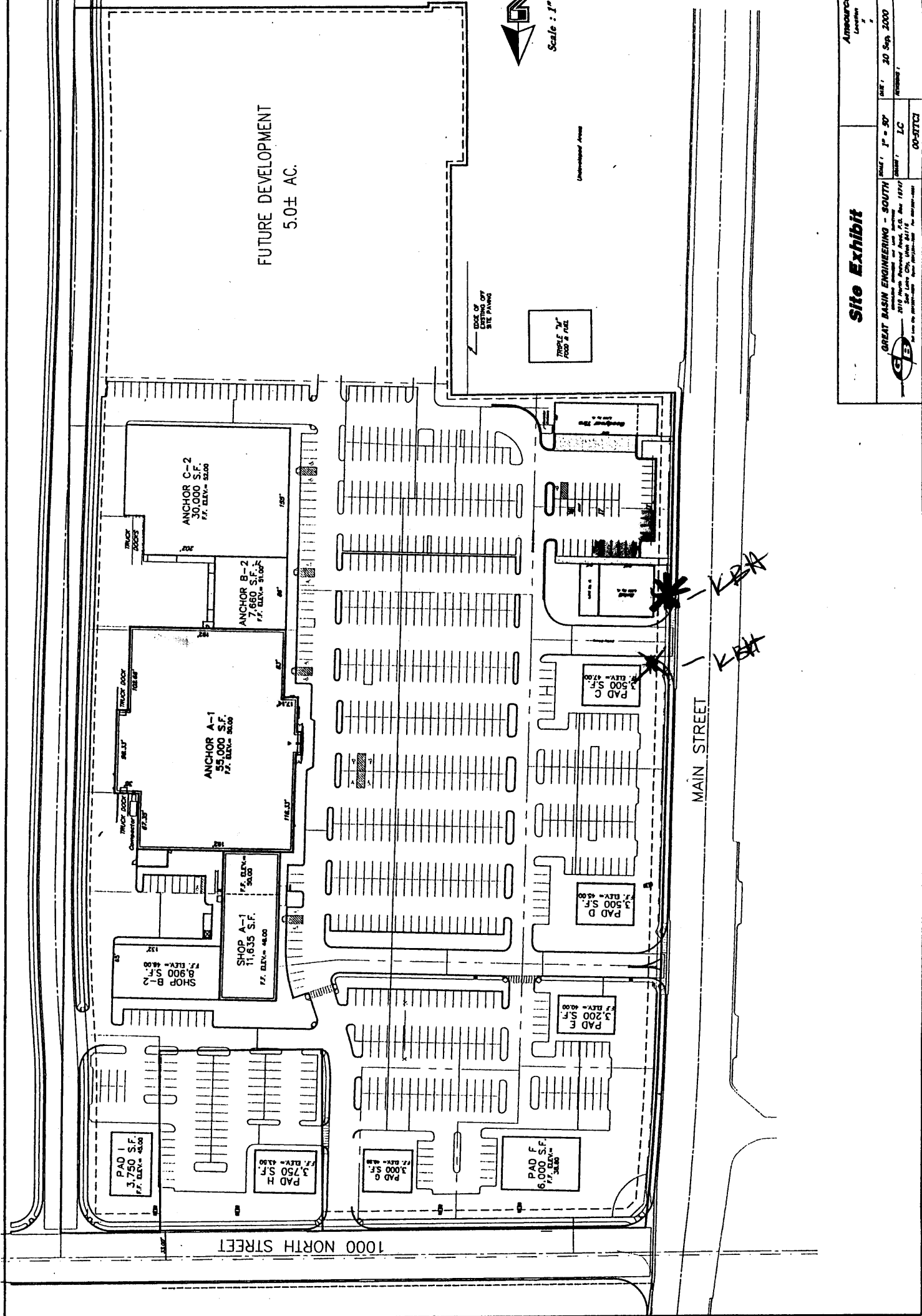
EXHIBIT "A"



E 171764 B 715 P 419

Scale: 1" = 50'

FUTURE DEVELOPMENT  
5.0± AC.



Site Exhibit

Amourco

GREAT BASIN ENGINEERING - SOUTH  
2010 North Broadway Blvd., P.O. Box 10747  
Salt Lake City, Utah 84116  
Tel: 801-462-1111 Fax: 801-462-1112  
www.gbe.com



DATE: 20 Sep 2000

SCALE: 1" = 50'

PROJECT: LC

00-RTTCL

DEMISED PREMISES

MACEY'S SPACE

PERMITTED HEALTH CLUB ZONE

\* Blockbuster Aylton Sign *KBT*

*[Redacted]* *KBT*

PAD - A

PAD - B

RESERVED PARKING AREA

*KBT*  
*OK*

EXHIBIT "A-1"

## Legal Description of the Shopping Center

The certain property located in the County of Tooele, State of Utah and described as follows:

492755

Beginning of a point 33 feet South 00°15'56" East (deed South) and 555.29 feet South 89°43'06" West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to a point on the Southerly line of a County Road, said point also being the future center line of First East Street; thence South 89°43'06" West 122.71 feet, along the South line of said County Road to the Northeast corner of that property conveyed to Albert R. Arellano by that certain Real Estate Contract recorded April 15, 1987 as Entry No. 008249 in Book 254 at page 36 to 40 of Official Records; thence South 00°15'56" East 218 feet (deed South 218 feet more or less), along the East line of said Arellano property to its Southeast corner; thence South 89°43'06" West 200 feet (deed West 200 feet more or less), along the South line of said Arellano property to its Southwest corner; thence North 00°15'56" West 218 feet (deed North 218 feet more or less), along the West line of said Arellano property to its Northwest corner, said point also being on the South line of said County road; thence South 89°43'06" West 128.50 feet (deed West 161.5 feet more or less), along the South line of said County Road to the Northeast corner of the property conveyed to H.E.B. Auto Supply, Inc. by deed recorded July 13, 1992 as Entry No. 018738 in Book 334 at page 417 of Official Records; thence South 00°15'56" East 330 feet (deed South 330 feet more or less), along the East line of said H.E.B. property and the East line of the property conveyed to Mantes Realty Co. by deed recorded March 23, 1971 as Entry No. 293080 in Book 101 at page 440 of Official Records, to the Southeast corner of said Mantes Realty property; thence South 89°43'06" West 288.48 feet (West 229 feet more or less) to the Southwest corner of said Mantes Realty property, said point also being on the East line of State Highway; thence South 01°23'48" West 678.21 feet (deed South 685.99 feet more or less), along the East line of said State Highway to the Northwest corner of that property conveyed to Triple M Food & Fuel, Inc. by Deed recorded April 17, 1991 as Entry No. 040274 in Book 315 at page 301 of Official Records; thence North 89°38" East 275.16 feet along the North line of said Triple M property thence South 00°15'56" East 281 feet (deed South 281 feet more or less), along the East line of said Triple M property and that property conveyed to Glenn G. Oscarson, et ux by deed recorded December 6, 1989 as Entry No. 030879 in Book 296 at page 767 of Official Records to the Southeast of said Oscarson property; thence South 89°38' West 20 feet (deed West 20 feet more or less), along the South line of said Oscarson property to the Northeast corner of that property conveyed to Bruce T. Steadman, et al by deed recorded December 6, 1989 as Entry No. 030882 in Book 296 at page 774 of Official Records; thence south 00°15'56" East 200 feet (deed South 200 more or less), along the East line of said Steadman property to its Southeast corner; said point also being on the North line of that property conveyed to Sandra K Acuirre by deed recorded May 14, 1990 as Entry No. 034153 in Book 303 at page 61 of Official Records; thence North 89°38" East 46.84 feet along the North line of said property to the Northeast Corner, said point also being on the West line of the property conveyed to Jerome H. Pearlman and Faith Pearlman, Trustees of the Jerome H. Pearlman Trust No. II recorded September 13, 1991 as Entry No. 043221 in Book 321 at page 569 to 570 of Official Records, thence North 01°03'32" East 4.51 feet to the Northeast corner of the said Pearlman property, thence South 89°59'34" East 437.30 feet along the North line of said Pearlman property to the extended line of First East Street, thence North 0°30'17" East 1486.31 feet along the future center line of said First East Street to the point of beginning.


500380

Commencing 61 rods West and 2 rods South of the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 8 rods; thence West 18 rods; thence North 8 rods; thence East 18 rods to the point of beginning.

500381

Beginning at a point 61 rods West and 10 rods South of the Northwest corner of said Section 21 and running thence South 12 rods; thence West, to the East right-of-way line of existing highway; thence North 90.6 feet along said right-of-way line to a point of tangency with a 2814.9 foot radius curve to the right; thence northerly 106 feet, more or less, along the arc of said curve to the Northerly boundary line of said parcel of land; thence East to the point of beginning.

EXHIBIT "A-1"

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