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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RT REC'D FOR REAL PROPERTY LAW  
GROUP

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JAN 30 2015

Recorded at the Request of and  
after Recording Return to:

Real Property Law Group PLLC  
Attn: Sharon Eldredge  
1326 5<sup>th</sup> Avenue, Suite 654  
Seattle, WA 98101

Site Address: 155 West 500 South, Unit 2, Bountiful, UT 84010.  
Assessor's Tax Parcel ID# 03-036-0115 and 03-036-0116.  
Legal Description Attached as Exhibit A

#### MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made as of January 22, 2015, by and between **Bountiful Plaza Holdings, LLC**, a Utah limited liability company ("Landlord"), and **TVI, Inc.**, a Washington corporation ("Tenant"), as a memorandum of an unrecorded Lease dated **October 17, 2013** (the "Lease"), between Landlord and Tenant concerning a portion of the real property commonly known as the Bountiful Plaza Shopping Center (the "Shopping Center") situated at: 155 West 500 South, Unit 2, Bountiful, UT 84010, and legally described on Exhibit A attached hereto (the "Property") which consists of approximately 25,633 square feet and is depicted on the Site Plan Showing No Build Area attached as Exhibit B (the "Premises"). Capitalized terms not defined herein are defined in the Lease.

1. Lease: Landlord leases to Tenant and Tenant leases from Landlord all of Landlord's right, title and interest in the Premises upon the terms, covenants and conditions set forth in the Lease, which provisions are incorporated into this Memorandum by reference.

2. Term: The Initial Term of the Lease commenced **June 1, 2014** (the "Commencement Date") and expires on **May 31, 2024**.

3. Options to Extend: Tenant has two (2) consecutive options to extend the Lease Term for a period of five (5) years each. Said options shall be exercised in the manner provided in and in accordance with and subject to the provisions of the Lease.

4. Exclusive Use Restrictions: Pursuant to Section 27.22 of the Lease, Landlord shall not allow any space in the Shopping Center or any adjacent property owned by Landlord or leased by Landlord to be used primarily for the sale of used goods or for a use which derives its primary sales volume, from the sale of Halloween related merchandise.

5. Prohibitive Use Restrictions: Pursuant to Section 7.01 of the Lease, Landlord covenants that none of the other space in the Retail Development or Retail Development Area as defined in the Lease shall be used for the following purposes: (a) Catalogue sales; (b) the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any similar goods and/or services which are inconsistent with the image of a neighborhood or family--oriented retail development; (c) the operation of amusement devices or

coin-operated vending devices, other than break-room vending machines, without prior written permission of Landlord; (d) Sleeping apartments, lodging rooms, or for any unlawful purposes; (e) automotive repair facility, or for any entertainment or recreational facility or training or educational facility which shall include, without limitation, a theater, bowling alley, skating rink, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four (4) electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers; (f) A bar, tavern, cocktail lounge, adult book or adult video store, hotel, motel, warehouse, mobile home park or trailer court, for the purpose of renting, leasing, displaying or selling of any boat, motor vehicle or trailer; or for industrial purposes, or for any bankruptcy sales; or (g) an auction, liquidation sale, going out of business sale, fire or bankruptcy sale without the prior written consent of Landlord.

6. No Build Area: Pursuant to Section 5.04 of the Lease, a "No Build Area" is designated in which landlord shall make no changes without Tenant's approval which shall not be unreasonably withheld if the changes do not adversely affect Tenant and so long as Tenant's costs and obligations under the Lease are not increased and Tenant's operations are not adversely affected. The No-Build Area is shown on **Exhibit B**.

7. Counterparts: This Memorandum of Lease may be executed in counterparts and when all counterparts are executed, the counterparts shall constitute a single binding instrument.

8. Interpretation: This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. In the event of conflict between the Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE

TENANT:

TVI, INC.  
a Washington corporation

By: Robert C. Hoglund

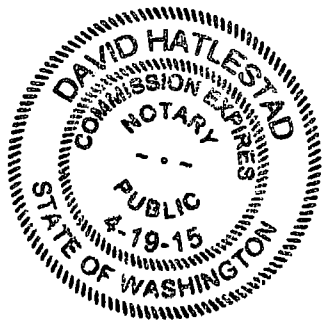
Printed Name: ROBERT C. HOG LUND

Its: CFD

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Robert C. Hoglund is the person who appeared before me, and he/she acknowledged that he/she signed this instrument, on oath stated that he/she were authorized to execute the instrument and acknowledged it as the CFD, of TVI, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 5, 2014



David Hatlestad  
(Signature of Notary Public)

DAVID HATLESTAD  
(Printed Name of Notary Public)

My Appointment expires APRIL 19, 2014

LANDLORD:

**BOUNTIFUL PLAZA HOLDINGS, LLC**

a Utah limited liability company

By: [Signature]  
Printed Name: Dell Loy Hansen  
Its: Manager

STATE OF Utah ) ss

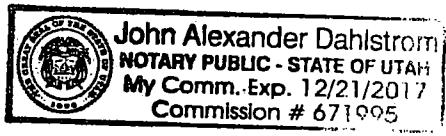
COUNTY OF Salt Lake )

On 22<sup>nd</sup> of January before me, John A. Dahlstrom, personally appeared

Dell Loy Hansen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

<p>[Signature]</p> <p>(Signature of Notary Public)</p>	<p>(notary seal)</p> <div data-bbox="876 1302 1323 1438">  </div>
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**EXHIBIT A TO MEMORANDUM OF LEASE**

**PARCEL 1: (03-036-0115)**

Beginning at a point North 89°44'04" East 166.96 feet and South 0°15'56" East 11.00 feet from the Northwest corner of Block "L", NORTH MILL CREEK PLAT, Bountiful Townsite Survey, in the City of Bountiful and running thence North 89°44'04" East 231.75 feet; thence South 0°15'56" East 67.25 feet; thence North 89°44'04" East 9.01 feet; thence South 0°15'56" East 80.55 feet; thence North 89°44'04" East 141.01 feet; thence North 0°15'56" West 5.00 feet; thence North 89°44'04" East 110.13 feet; thence South 0°09'34" West 267.98 feet; thence South 69°34'33" West 88.28 feet; thence North 80°58'26" West 162.70 feet; thence North 67°12'26" West 88.10 feet; thence South 59°37'34" West 87.00 feet; thence South 86°28'33" West 86.97 feet; thence North 0°09'34" East 161.09 feet; thence South 89°44'01" West 173.54 feet; thence North 0°09'34" East 93.43 feet; thence North 89°44'04" East 168.33 feet; thence North 0°15'56" West 174.50 feet to the point of beginning.

**PARCEL 2: (03-036-0116)**

Beginning at a point North 89°44'04" East 398.71 feet and South 0°15'56" East 11.00 feet from the Northwest corner of Block "L", NORTH MILL CREEK PLAT, Bountiful Townsite Survey, in the City of Bountiful and running thence North 89°44'04" East 261.21 feet; thence South 0°09'34" West 142.80 feet; thence South 89°44'04" West 110.13 feet; thence South 0°15'56" East 5.0 feet; thence South 89°44'04" West 141.01 feet; thence North 0°15'56" West 80.55 feet; thence South 89°44'04" West 9.01 feet; thence North 0°15'56" West 67.25 feet to the point of beginning.

