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ENT 104404:2010 PG 1 of 8
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Dec 01 2:12 pm FEE 24.00 BY CS
RECORDED FOR FASHIONS OUTLET OF AMERI

Prepared by:


Maria Pizza

WHEN RECORDED, MAIL TO:
FASHIONS OUTLET OF AMERICA, INC.
c/o Polo Ralph Lauren Corporation
9 Polito Avenue
Lyndhurst, New Jersey 07071
Attn: Office of Retail and Real Estate Counsel

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of this 22nd day of September, 2010 by and between FASHION OUTLETS AT TRAVERSE MOUNTAIN, LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") and FASHIONS OUTLET OF AMERICA, INC., a Delaware corporation (hereinafter referred to as "Tenant").

Landlord hereby leases to Tenant those certain premises more particularly shown on the plan annexed hereto as Exhibit A-1 (the "Premises"), which premises are situated on that certain real property, more particularly described in Exhibit A-2 (the "Land") attached hereto and which real property is known as and located at the Outlets at Traverse Mountain, Triumph Boulevard and West Grand Terrace, in the City of Lehi, County of Utah and State of Utah.

This Memorandum is made upon all of the terms, covenants and conditions set forth in that certain unrecorded lease by and between the parties hereto of even date herewith, all of the terms and conditions of which are made a part hereof as though fully set forth herein (the "Lease"). The Lease shall commence in accordance with the terms thereof and continue for a term of ten (10) years unless earlier terminated or extended in accordance with the provisions of the Lease.

The Lease contains four (4) successive options to extend the term thereof. Each of said options is for a period of five (5) years.

Except as otherwise specifically set forth in the Lease, Tenant is entering into this Memorandum and has entered into the Lease in reliance upon its ability to conduct the Tenant's use without any limitation or restriction whatsoever by reason of any exclusive provision or contractual restriction granted to any other party whatsoever and wherever located, which applies or pertains to the Premises or Tenant's use therein. Any such exclusive provision or contractual restriction granted after the date of the Lease shall be null and void with respect to the Premises.

Landlord and Tenant have entered into this Memorandum in order that third parties may have notice of the existence of the Lease and some of its specific provisions. This Memorandum is not a complete summary of the Lease. This Memorandum is not intended to amend, modify, or otherwise change the terms and conditions of the Lease between the parties hereto. Provisions in this Memorandum shall not be used in interpreting the provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

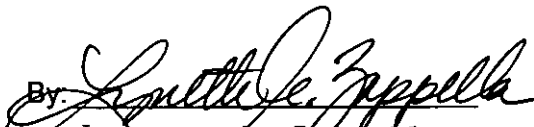
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date and year first above written.

LANDLORD
FASHION OUTLETS AT
TRAVERSE MOUNTAIN, LLC

By: Craig Realty Group – Traverse Mountain, LLC,
a California limited liability company
Managing Member

By: Eureka Realty Partners, Inc.,
a California corporation
Manager


WITNESS:

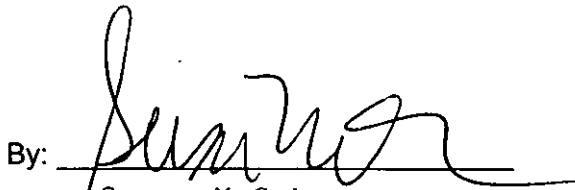
By: 
Lynette J. Zappella

By: 
Steven L. Craig
President

TENANT
FASHIONS OUTLET OF AMERICA, INC.,
a Delaware corporation

WITNESS:

By: 
Bobbi-Ann Levicic
Paralegal

By: 
Susan McCabe
President - FSC

ACKNOWLEDGEMENT FOR LANDLORD

STATE OF _____ }
 } SS:
COUNTY OF _____ }

I, _____, a Notary Public of the State of _____ qualified in _____ County, duly commissioned and acting, do hereby certify that on this _____ day of _____ 2010, personally came before me _____, known to me to be the person who signed the foregoing Agreement, and known by me to be, and being duly sworn and being informed of the contents of said Agreement, stated and acknowledged to me on oath that he/she is an Authorized Signatory of _____, a _____ corporation/limited liability company, the limited liability limited liability company/corporation named in and which executed the said Agreement, that he/she was duly authorized to execute said Agreement for, and in the name of and behalf of said limited liability company/corporation, and that the same was signed, sealed, executed and delivered by him/her in the name of and on behalf of said limited liability company/corporation, and that the same was signed, sealed and delivered by her in the name of and on behalf of said limited liability company/corporation by authority of its Board of Directors, and that the execution of said Agreement was his/her free and voluntary act and deed in his/her capacity, and acknowledged to me that said limited liability company executed the same as its voluntary act and deed for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as Notary Public the day and year in this certificate above written.

SEAL

Notary Public

See attached Corporate Resolution Acknowledged by me

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On November 9, 2010 before me, Marilyn K. Lawrence, Notary Public
Date Here Insert Name and Title of the Officer

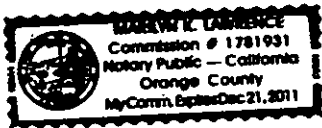
personally appeared Steven L. Craig
Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Signature Marilyn K. Lawrence
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGEMENT

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STATE OF NEW JERSEY }
 } SS:
COUNTY OF BERGEN }

I, Maria Pizza, a Notary Public of the State of New Jersey qualified in Passaic County, duly commissioned and acting, do hereby certify that on this 1ST day of November, 2010, personally came before me Susan McCabe, known to me to be the person who signed the foregoing Agreement, and known by me to be, and being duly sworn and being informed of the contents of said Agreement, stated and acknowledged to me on oath that he/she is a President-FSC of FASHIONS OUTLET OF AMERICA, INC. a Delaware corporation, the corporation named in and which executed the said Agreement, that he was duly authorized to execute said Agreement for, and in the name of and behalf of said corporation, and that the same was signed, sealed, executed and delivered by him/her in the name of and on behalf of said corporation, and that the execution of said Agreement was his/her free and voluntary act and deed in his/her said capacity, and acknowledged to me that said corporation executed the same as its voluntary act and deed for the uses, purposes and considerations therein mentioned and set forth.

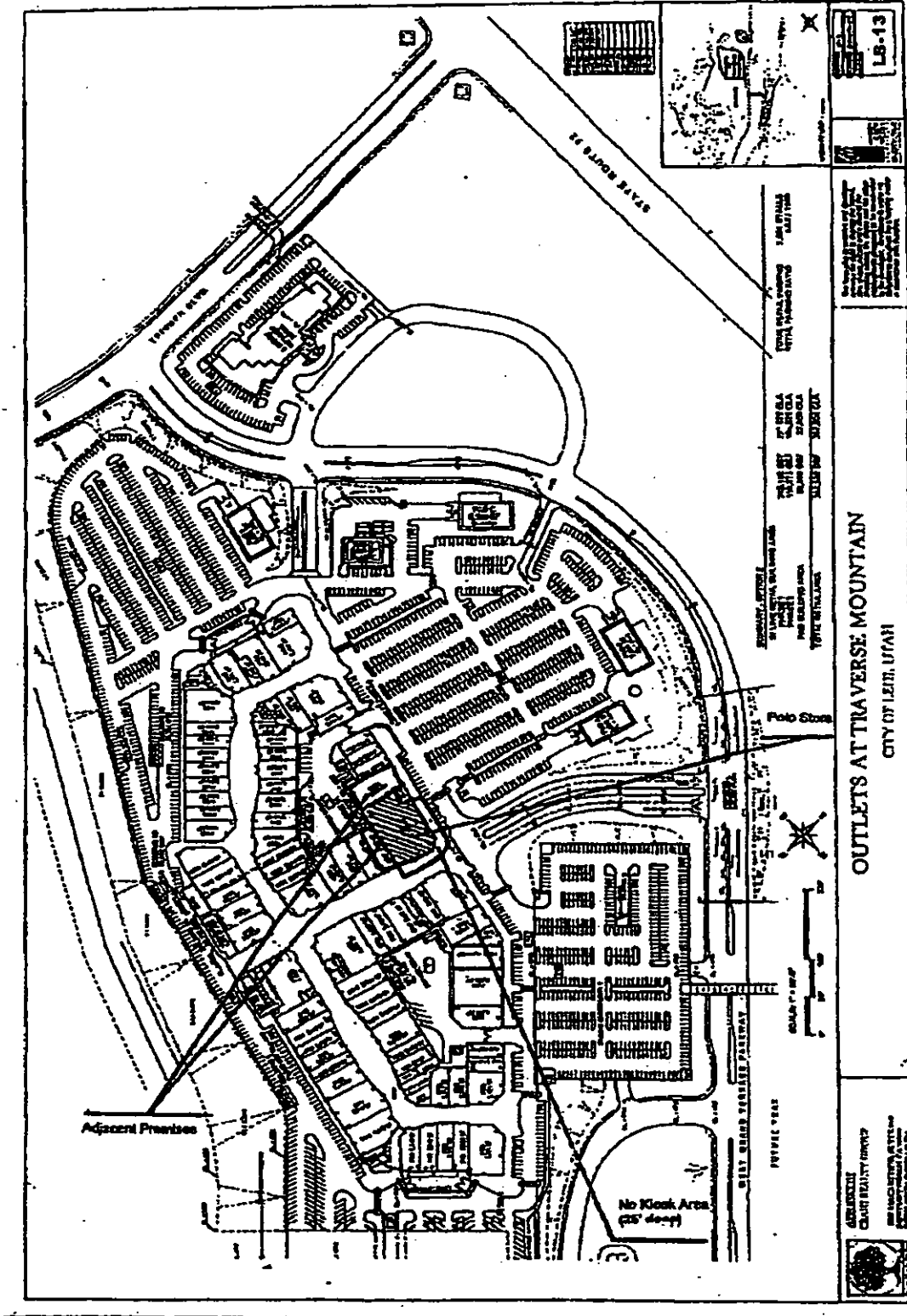
WITNESS my hand and seal as Notary Public the day and year in this certificate above written.



Maria Pizza
Notary Public

**MARIA PIZZA,
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/23/2014**

EXHIBIT A-1



OUTLETS AT TRAVERSE MOUNTAIN
CITY OF LEHI, UTAH

GENERAL CONTRACTOR
 12000 S
 12000 E
 12000 W

8/18/10
 9/17/10
 DS

parts of Lots I-12C, I-12D, I-12E, I-12E, I-12F, I-12F-2 and Open Space, TRAVERSE MOUNTAIN COMMERCIAL PLAT "A" and further described as follows:

proposed Area 1

Beginning at a point which is North 327.83 feet and West 3928.08 feet from Southeast Corner of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian; Thence South 29°52'28" West 230.29 feet; thence South 42°33'11" West 100.88 feet; thence South 21°26'25" West 414.03 feet; thence South 71°22'48" East 167.65 feet; South 23°07'48" West 381.18 feet; South 32°42'04" West 317.36 feet to a point of curvature; thence along an arc 116.43 feet to the right, having a radius of 356.00 feet and a central angle of 18°44'19", the chord of which is North 51°59'40" West for a distance of 115.91 feet; thence North 42°36'49" West a distance of 828.82 feet; thence North 47°38'30" West a distance of 341.99 feet; thence North 41°29'00" East a distance of 1069.82 feet; thence South 65°08'48" East a distance of 118.17 feet to a point of curvature; thence along an arc 127.29 feet to the left, having a radius of 255.00 feet and a central angle of 28°36'00", the chord of which is South 79°26'48" East for a distance of 125.97 feet; thence North 86°14'58" East a distance of 5.30 feet to a point of curvature; thence along an arc 36.59 feet to the right, having a radius of 45.00 feet and a central angle of 46°35'15", the chord of which is South 70°27'02" East for a distance of 35.59 feet; thence South 47°09'18" East a distance of 150.80 feet to a point of curvature; thence along an arc 110.94 feet to the left, having a radius of 1055.00 feet and a central angle of 6°01'30", the chord of which is South 50°10'03" East for a distance of 110.89 feet; thence South 53°10'47" East a distance of 63.40 feet to a point of curvature; thence along an arc 122.76 feet to the left, having a radius of 455.00 feet and a central angle of 15°27'32", the chord of which is South 60°54'30" East for a distance of 122.39 feet; thence South 68°38'18" East a distance of 74.97 feet to the POINT OF BEGINNING.

ALSO

proposed Area 2

Beginning at a point which is North 120.89 feet and West 3375.00 feet from Southeast Corner of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence along an arc 490.01 feet to the left, having a radius of 1244.00 feet and a central angle of 22°34'07", the chord of which is South 8°51'13" West for a distance of 486.85 feet; thence South 2°25'51" East a distance of 652.26 feet; thence South 87°36'38" West a distance of 307.97 feet; thence North 01°49'03" East 120.02 feet; thence South 89°38'52" West 268.26 feet; thence North 08°25'08" East 294.96 feet; thence North 76°59'14" West 233.79 feet; thence North 23°07'48" East 192.30 feet; thence North 71°22'48" West 167.65 feet; thence North 21°26'25" East 414.03 feet; thence North 42°33'11" East 100.88 feet; thence North 29°52'28" East 230.29 feet; thence South 68°38'18" East a distance of 51.93 feet to a point of curvature; thence along an arc 82.55 feet to the right, having a radius of 345.00 feet and a central angle of 13°42'32", the chord of which is South 61°47'03" East for a distance of 82.35 feet; thence South 54°55'49" East a distance of 104.50 feet to a point of curvature; thence along an arc 118.65 feet to the left, having a radius of 255.00 feet and a central angle of 26°39'32", the chord of which is South 68°15'18" East for a distance of 117.58 feet; thence South 81°35'18" East a distance of 187.90 feet to a point of curvature; thence along an arc 54.92 feet to the right, having a radius of 145.00 feet and a central angle of 21°42'06", the chord of which is South 70°44'43" East for a distance of 54.59 feet to the POINT OF BEGINNING.

ALSO

proposed Area 3a

Beginning at a point which is South 1024.67 feet and West 3729.97 feet from Southeast Corner of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°36'38" West 509.70 feet; thence along an arc 192.77 feet to the right, having a radius of 356.00 feet and a central angle of 31°01'32", the chord of which is North 76°52'36" West for a distance of 190.43 feet; thence North 32°42'04" East 317.36 feet; thence North 23°07'48" East 188.87 feet; thence South 76°59'14" East 233.79 feet; South 08°25'08" West 294.96 feet; thence North 89°38'52" East 268.26 feet; thence South 01°49'03" West 120.02 feet to the POINT OF BEGINNING.

ALSO

proposed Area 3b

Beginning at a point which is South 1099.75 feet and West 3418.53 feet from Southeast Corner of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 2°25'51" East a distance of 41.30 feet; thence South 42°04'24" West a distance of 51.42 feet; thence South 87°36'38" West a distance of 951.26 feet; thence North 42°37'31" West a distance of 1117.81 feet; thence along an arc 331.55 feet to the left, having a radius of 5829.58 feet and a central angle of 3°15'31", the chord of which is North 44°15'16" West for a distance of 331.50 feet; thence North 41°29'00" East a distance of 2.80 feet; thence South 47°39'40" East a distance of 332.94 feet; thence South 42°37'31" East a distance of 828.82 feet; thence along an arc 385.64 feet to the left, having a radius of 444.00 feet and a central angle of 49°45'51", the chord of which is South 67°30'26" East for a distance of 373.63 feet; thence North 87°36'38" East a distance of 817.73 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING, from all above (proposed Area 1, Area 2, Area 3a and proposed Area 3b) the public road currently owned by Lehi City and described as follows
Public Road, Plat A, Traverse Mountain Commercial Sub and Tax Parcel No. 53 312 0010.