



W2227954

E# 2227954 PG 1 OF 8
DOUG CROFTS, WEBER COUNTY RECORDER
11-DEC-06 10:17 AM FEE \$34.00 DEP CC
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

Prepared by and After Recording, Return to:

Michaels Stores, Inc.
8000 Bent Branch Drive
Irving, Texas 75063
Attention: Director - Real Estate Administration

(The Above Space for Recorder's Use Only)

AMENDMED MEMORANDUM OF SHOPPING CENTER LEASE

THIS AMENDMENT TO MEMORANDUM OF SHOPPING CENTER LEASE (the "Amended Memorandum") is made as of this 5th day of December, 2006 (the "Effective Date"), by and between RIVERDALE CENTER II, L.C., a Utah limited liability company, having an office at 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, Attention: Property Management (the "Landlord") and MICHAELS STORES, INC., a Delaware corporation, having an office at 8000 Bent Branch Drive, Irving, Texas 75063, Attention: Director of Real Estate Administration (the "Tenant").

Preliminary Statements

A. Landlord and Tenant entered into that certain Shopping Center Lease dated April 29, 2002, as amended pursuant to that certain First Amendment to Shopping Center Lease dated December 5th, 2006 (collectively the "Lease"), for certain premises more particularly described in the Lease (the "Premises"), and being a portion of Riverdale Center II in Riverdale, Utah (the "Shopping Center").

B. A Memorandum of Lease dated as of April 29, 2002 was recorded on June 14, 2002, in the Office of the Weber County Recorder, Utah, in Book 2239, Page 1420 (the "Memorandum").

C. In connection with the execution and delivery of the First Amendment to Shopping Center Lease, Landlord and Tenant have entered into this Amended Memorandum to provide notice to any interested party of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full.

3. This Amended Memorandum is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation, the following:

a. The definition of "Shopping Center" as defined in the Lease is amended to exclude Lot 4 of Riverdale Center II Subdivision. Accordingly, Exhibit A to the Memorandum of Shopping Center Lease, which legally describes the Shopping Center, is hereby deleted and replaced with the legal description annexed hereto as Exhibit A and made a part hereof.

b. Exclusive. Section 16.4.1 of Exhibit C to the Lease is hereby amended by adding the following at the end of said Section: "In addition, neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any portion of the "Adjacent Property" (defined below) to a craft store similar to Tenant such as, but not limited to Garden Ridge, A.C. Moore, Ben Franklin, JoAnn Fabrics, JoAnn Etc, Hobby Lobby, Robert's Arts & Crafts, Old America, Waccamaw/Home Place, or Pat Catans. "Adjacent Property" shall mean the land described in Exhibit A-1 of this Lease and shown on Exhibit B-1 of this Lease. "

c. Exhibit A-1 attached hereto has been incorporated into the Lease and is hereby attached to describe the "Adjacent Property".

4. This Amended Memorandum is for notice purposes only and is not intended, and shall not be construed, to define, limit, or modify the Lease.

5. Except as herein modified, the terms of the Memorandum shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum as of the day and year first above written.

WITNESS:

By: Rachael N. Niusulu

Name: Rachael N. Niusulu

Title: Notary Public

LANDLORD:

RIVERDALE CENTER II, L.C.,
a Utah limited liability company,

By: Riverdale Center II Manager, Inc.,
a Utah corporation, Its Manager

By: H. Roger Boyer

Name: H. Roger Boyer ^{President}

Title: ~~President~~ ^{Manager}

Date: December 5, 2006

WITNESS:

By: Teresa Mitchell

Name: Teresa Mitchell

Title: Lease Negotiator

TENANT:

MICHAELS STORES, INC.

a Delaware corporation

By: Douglas B. Sullivan

Name: Douglas B. Sullivan
Title: Executive Vice President -
Development

Date: December 4, 2006

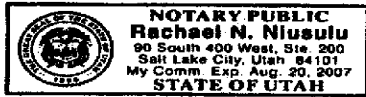
COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. LANDMARK TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

LANDLORD

STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

On this 5th day of December, 2006 before me, a Notary Public within and for said County and State, personally appeared H. Roger Bayer to me personally known, who being by me duly sworn, did say that he is the Vice President of Rivendale Center II Manager, Inc. the corporation named in the foregoing instrument, and that the instrument was signed on behalf of the corporation and he acknowledged the instrument to be the free act and deed of the corporation.



Rachael N. Niusulu
Notary Public

My Commission Expires:

8.20.07

TENANT

STATE OF TEXAS)
) : ss.
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Douglas B. Sullivan, Executive Vice President - Development of MICHAELS STORES, INC., a Delaware corporation, who acknowledged that he was duly authorized to execute this agreement on behalf of said corporation.

Betty J. Bauerle
Notary Public

My Commission Expires:

3.15.07

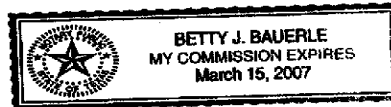


EXHIBIT A

Legal Description of the Shopping Center

Lots 1 thru 3, RIVERDALE CENTER II SUBDIVISION, according to the Official Plat thereof, recorded in the Office of the Weber County Recorder.

FOR REFERENCE PUROSES ONLY:

Tax Parcel Numbers

06-274-0001 *SC*
06-274-0002 *SC*
06-274-0003 *SC*

A-1

EXHIBIT A-1Legal Descriptions of the Adjacent Land**RIVERDALE IV**SIDE A

A part of the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, US Survey:

Beginning at a point on the Westerly right-of-way line of Riverdale Road (SR-26) which is 1889.50 feet South 1°00'35" West along the Section line and 156.32 feet South 88°59'25" East from the Northwest corner said Section 8; and running thence three (3) courses along said right of way line as follows: South 38°29'55" West 21.16 feet, South 39°08'52" West 168.90 feet and South 41°26'35" West 98.63 feet; thence North 51°32'44" West 10.33 feet; thence South 47°36'27" West 126.46 feet; thence South 38°24'20" West 199.87 feet; thence North 36°46'57" West 57.25 feet; thence South 45°04'13" West 8.72 feet; thence North 36°36'17" West 101.00 feet; thence North 44°26'17" West 244.01 feet to the Union Pacific Railroad right-of-way line; thence North 13°49'01" East 407.45 feet along said Union Pacific Railroad right-of-way line to a non-tangent point on a curve; thence Southeasterly along the arc of a 62.00 foot radius curve to the left a distance of 123.47 feet (Central Angle equals 114°06'19" and Long Chord bears South 43°14'08" East 104.06 feet) to a point of tangency; thence North 79°42'44" East 51.76 feet; thence South 76°04'56" East 358.16 feet to a point of curvature; thence Southeasterly along the arc of a 91.00 foot radius curve to the right a distance of 39.05 feet (Central Angle equals 24°35'08" and Long Chord bears South 63°47'22" East 38.75 feet) to a point of tangency; thence South 51°29'48" East 102.63 feet to the point of beginning.

Contains 248,342 Square Feet Or 5.701 Acres

FOR REFERENCE PURPOSES ONLY:

Tax Parcel Numbers

06-003-0003 ✓(pt)

06-003-0011 ✓

06-030-0030 (pt)/06-030-0031

A-2

35559/0209-1428955v1
799271-3 10848.0006000

EXHIBIT A-1

(Continued)

RIVERDALE IV**SIDE B WITH SUBWAY EXCHANGE**

A part of the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Northwest corner of Lot 4, Riverdale Center II Subdivision, a Commercial Subdivision in Riverdale City, Weber County, Utah which is 1064.81 feet South $1^{\circ}00'35''$ West along the Section line and 240.48 feet North $88^{\circ}59'25''$ West from the Northwest corner of said Section 8; and running thence South $78^{\circ}05'28''$ East 647.93 feet along the South boundary of said subdivision; thence South $11^{\circ}03'03''$ West 75.97 feet; thence South $78^{\circ}05'28''$ East 36.13 feet; thence South $38^{\circ}48'08''$ West 63.03 feet; thence South $51^{\circ}11'42''$ East 35.56 feet to a point of curvature; thence Southerly along the arc of a 13.73 foot radius curve to the right a distance of 21.45 feet (Central Angle equals $89^{\circ}30'19''$ and Long Chord bears South $6^{\circ}26'33''$ East 19.33 feet); thence South $79^{\circ}50'28''$ East 36.56 feet; thence South $51^{\circ}35'37''$ East 94.65 feet to the Westerly right-of-way line of Riverdale Road (SR-26); thence three (3) courses along said right of way line as follows: South $38^{\circ}24'23''$ West 380.43 feet, North $71^{\circ}37'02''$ West 6.71 feet and South $38^{\circ}29'55''$ West 122.52 feet; thence North $51^{\circ}29'48''$ West 70.71 feet to a point of curvature; thence Northwesterly along the arc of a 159.00 foot radius curve to the left a distance of 68.23 feet (Central Angle equals $24^{\circ}35'08''$ and Long Chord bears North $63^{\circ}47'22''$ West 67.71 feet) to a point of tangency; thence North $76^{\circ}04'56''$ West 234.91 feet; thence South $13^{\circ}55'04''$ West 12.00 feet; thence North $76^{\circ}04'56''$ West 143.01 feet to a point of curvature; thence Northwesterly along the arc of a 130.50 foot radius curve to the right a distance of 55.38 feet (Central Angle equals $24^{\circ}18'49''$ and Long Chord bears North $48^{\circ}50'07''$ West 54.96 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 64.50 foot radius curve to the left a distance of 19.05 feet (Central Angle equals $16^{\circ}55'22''$ and Long Chord bears North $45^{\circ}08'24''$ West 18.98 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 60.50 foot radius curve to the right a distance of 48.07 feet (Central Angle equals $45^{\circ}31'25''$ and Long Chord bears

A-3

North 30°50'22" West 46.82 feet) to a non-tangent point; thence North 13°49'01" East 374.93 feet; thence North 13°53'52" East 161.17 feet along the Easterly right-of-way line of Pacific Avenue to the point of beginning.

Contains 434,615 Square Feet
or 9.977 Acres

FOR REFERENCE PURPOSES ONLY:

Tax Parcel Numbers

- 06-274-0005 ✓
- 06-003-0003 (pt)
- 06-028-0007 (pt)
- 06-030-0030 ✓(pt)