



W2273835

E# 2273835 PG 1 OF 8
ERNEST D ROWLEY WEBER COUNTY RECORDER
26-JUN-07 443 PM FEE \$28.00 DEP VD
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
CARA A. AHOLA, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 21st day of June, 2007, by and between **RIVERDALE CENTER IV, L.L.C.**, a Utah limited liability company (the "Landlord"), and **THE TJX COMPANIES, INC.**, a Delaware corporation (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated June 21, 2007 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a one-story building, to be constructed by Landlord as provided in the Lease, and contain twenty seven thousand five hundred (27,500) square feet of floor area having a frontage of one hundred fifty four (154) feet and other dimensions as shown and labelled Area A upon the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the day prior to the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease for three (3) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, for an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

Commencement Date. An "Opening Day" shall be any Monday through Friday (except for legal holidays) between March 1 and the following April 30, and between August 1 and the following September 30. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

- a. the sixtieth (60th) day after the completion of Landlord's Construction Work,

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.

COURTESY RECORDING

LTC 43014 (R/O)

receipt by Tenant of notice of such completion from Landlord and receipt by Tenant of permits for its work in the Demised Premises; and

- b. the sixtieth (60th) day after (a) a department store shall open for business to customers in the Shopping Center under the trade name J.C. Penny containing not less than one hundred thousand (100,000) square feet of floor area (the "Inducement Tenant"), plus (b) fifty percent (50%) of the remaining gross leasable area of the Shopping Center (excluding the Demised Premises, the Inducement Tenant and service, theatre and restaurant uses from the computation thereof) shall be open for business to retail customers and satisfactory evidence of all of the foregoing shall have been delivered to Tenant (the foregoing clauses (a) and (b) are hereinafter collectively referred to as the "Inducement Conditions"); and
- c. the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to this lease; and
- d. the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent depending on the jurisdiction) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and
- e. the sixtieth (60th) day after Landlord shall have completed "shell construction" of at the areas labeled Retail 4 and Retail 5 on the Lease Plan (in addition to the Demised Premises) (as referred to in Paragraph 1 of Schedule B); "shell construction" shall mean the foundation, all exterior walls, roof, and all doors and windows (including glass or aesthetically suitable temporary substitutes for such glass); and
- f. the sixtieth (60th) day after Landlord shall have installed or renovated the Pylon Signs with a space for Tenant's identification panels thereon all as required by Paragraph 3 of Schedule B hereof; and
- g. the sixtieth (60th) day after Tenant's receipt of the necessary governmental permits and approvals for Tenant's exterior signs, as well as Tenant's identification panels on the Pylon Signs, all as provided in Section 9.2 below and Paragraph 3 of Schedule B hereof; and
- h. the tenth (10th) day after completion of construction of the Common Areas (defined in Paragraph 2 of Schedule B); and
- i. September 29, 2007.

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

5. Duplicate of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord:

**The Boyer Company
90 South 400 W., Suite 200
Salt Lake City, Utah 84101
Attention: Lew Swain**

Tenant:

**The TJX Companies, Inc.
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President-Real Estate**

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease, including without limitation, the following:

“(A) Landlord agrees that the Landlord’s Parcel (and any or all other portions of the Shopping Center, at such time, if ever, over which Landlord gains control or possession) shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, not being deemed non-retail), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar, nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club (c) or for any establishment which sells or displays pornographic materials or (d) for any establishment which sells or displays used merchandise or second hand goods. No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located in the buildings labeled Retail 4 (Side A) or Retail 5 (Side A) on the Lease Plan (Collectively the uses described herein are referred to as the “Prohibited Uses”). Notwithstanding the foregoing, up to an aggregate of seven thousand (7,000) square feet of ground floor area in the Shopping Center may be devoted to Service Oriented Uses (hereinafter defined) or Professional Offices (hereinafter defined), provided further that no such Service Oriented Uses or Professional Offices shall be located in the areas labeled Retail 4 (Side A) or Retail 5 (Side A) on the Lease Plan. As used herein, Service Oriented Uses shall refer to service oriented uses which are normally found in first class shopping centers such as travel agencies, insurance agencies, weight loss clinics and financial institutions. As used herein, Professional Offices shall refer to professional offices which offer services to the general public and which are normally found in first class Shopping Centers such as dentists, accountants, lawyers, doctors, real estate and stock brokerage offices.

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other single premises in the Landlord’s Parcel (and any or all other portions of the Shopping Center, at such time, if ever, over which Landlord gains control or possession) shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) eleven thousand (11,000) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a “Competing Use” and the merchandise referred to therein as the “Protected Merchandise”). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. Notwithstanding the foregoing, the provisions of this paragraph (B) shall not apply to any tenant or occupant of the shopping center operating a single retail store in seventy five thousand (75,000) square feet or more of ground floor area.

All of the foregoing uses described in this Paragraph 4(B) are hereinafter collectively referred to as a “Competing Use” and the merchandise referred to therein as the “Protected Merchandise”. However, the following retailers shall not be deemed a Competing Use and shall be permitted within the Shopping Center: A.J. Wright, T.J. Maxx, T.J. Maxx ‘N More, Marshalls and Mega Marshalls.

(C) In addition to all other remedies available to Tenant at law and in equity for a breach of the covenants contained in Paragraphs (A) and (B) of this Paragraph 4, if an occupant or tenant in the Landlord’s Parcel (and any or all other portions of the Shopping Center, at such time, if ever, over which Landlord gains control or possession) engages in a Competing Use or a Prohibited Use, Tenant shall be entitled to any of the following remedies on a non-exclusive basis: (i) Tenant may pay Alternate Rent (as defined in Section 4.7 of the lease) until such Competing Use or Prohibited Use ceases, except that Landlord shall have three (3) months to attempt cure before Tenant may pay Alternate Rent when Landlord has not consented to the Competing Use, (ii) Tenant may terminate this lease if the Competing Use or Prohibited Use continues for more than one hundred fifty (150) consecutive days by giving thirty (30) days notice to Landlord or (iii) Tenant may seek injunctive relief to enjoin or restrain such occupant or tenant from engaging in a Competing Use or a Prohibited Use. Notwithstanding anything to the contrary contained herein, so long as Landlord is using its best efforts to diligently enforce the restrictions contained in this Paragraph 4 against any tenant or occupant engaged in the

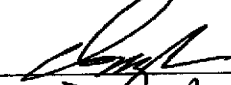
Competing Use or a Prohibited Use in violation of its lease, Tenant's termination right under this Paragraph 4(C) shall be stayed."

7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

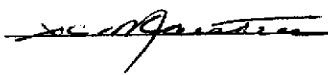
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESS:


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

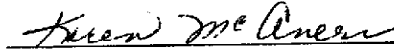
By 
Name: Dan Origh
Its Manager


WITNESSES AS TO BOTH:



THE TJX COMPANIES, INC.,
a Delaware corporation

By 
Ann McCauley
Executive Vice President,
General Counsel and Secretary



By 
Mary B. Reynolds
Senior Vice President, Finance and
Treasurer

LANDLORD'S ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 10th day of June, 2007 by Debra M. Gunn on behalf of Riverdale Center LLC



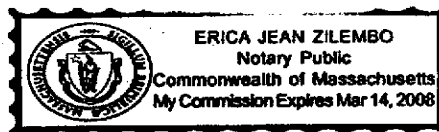
Rachael N. Niusulu
Notary Public
My Commission Expires: 8-20-07

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 21 day of June, 2007, before me, the undersigned notary public, personally appeared Ann McCauley as Executive Vice President, General Counsel and Secretary and Mary B. Reynolds as Senior Vice President – Finance and Treasurer, respectively, of The TJX Companies, Inc. on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in their authorized capacities for its stated purpose.

Erica Jean Zilembo
Notary Public
My Commission Expires:



SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a portion of a one-story building, to be constructed by Landlord as herein provided, and contain twenty seven thousand five hundred (27,500) square feet of floor area having a frontage and width of one hundred fifty four (154) feet and such other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled AREA A on the Lease Plan. Any changes to the Lease Plan outside of Tenant's Critical Area which affect any entrances to or exits from the Shopping Center, traffic flow within the Shopping Center, or which will adversely affect the visibility of tenant's storefront or signs or the accessibility of the Demised Premises to or from any other portion of the Shopping Center or the Main Streets (as defined below) shall require the prior written consent of the Tenant, which consent shall not be unreasonably withheld, delayed or conditioned. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately and if the Demised Premises contains less than twenty five thousand five hundred (25,500) square feet of floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty eight thousand (28,000) square feet of floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Riverdale Center Shopping Center, to be constructed by Landlord as herein provided, at the intersection of Riverdale Road and Rte 550 West (herein collectively referred to as "the Main Streets") in Riverdale Utah. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

LEGAL DESCRIPTION

The Shopping Center is comprised of the Landlord's Parcel and the J.C. Penney Parcel.

Landlord's Parcel: The land situated in Weber County, State of Utah, more particularly described as follows: All of Lots 2, 3, and 4, Riverdale Center IV Subdivision, according to the official plat thereof, filed on February 1, 2007 as Entry No. 2239519, in Book "65" of Plats at page 47 of the Official Records of the Weber County Recorder.

J.C. Penney Parcel: The land situated in Weber County, State of Utah, more particularly described as follows: All of Lot 1, Riverdale Center IV Subdivision, according to the official plat thereof, filed on February 1, 2007 as Entry No. 2239519, in Book "65" of Plats at page 47 of the Official Records of the Weber County Recorder.

For reference purposes only:

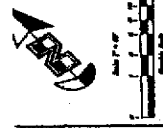
Tax Parcel Numbers applicable to Shopping Center: 06-305-0001, 06-305-0002, 06-305-0003 and 06-305-0004

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.

Riverdale Center IV Subdivision

Amending Lot 4 of Riverdale Center I Subdivision and a part of the Northwest 1/4 of Section 8, and Northeast 1/4 of Section 7, Township 5 North, Range 1 West, S.88M U.S. Survey, Riverdale City, Weber County, Utah



COMMISSIONER
 STATE OF UTAH
 DEPARTMENT OF HERITAGE AND ARTS
 DIVISION OF LAND
 160 EAST 200 SOUTH, SALT LAKE CITY, UTAH 84143
 (801) 536-5000
 www.doh.state.ut.us

DESCRIPTION
 This plat shows the subdivision of Lot 4 of Riverdale Center I Subdivision and a part of the Northwest 1/4 of Section 8, and Northeast 1/4 of Section 7, Township 5 North, Range 1 West, S.88M U.S. Survey, Riverdale City, Weber County, Utah, into four parcels. The parcels are: 1. A parcel of 1.00 acre, bounded on the north by the centerline of the 100-foot wide Riverdale Center I Subdivision, on the east by the centerline of the 100-foot wide Riverdale Center II Subdivision, on the south by the centerline of the 100-foot wide Riverdale Center III Subdivision, and on the west by the centerline of the 100-foot wide Riverdale Center IV Subdivision. 2. A parcel of 1.00 acre, bounded on the north by the centerline of the 100-foot wide Riverdale Center I Subdivision, on the east by the centerline of the 100-foot wide Riverdale Center II Subdivision, on the south by the centerline of the 100-foot wide Riverdale Center III Subdivision, and on the west by the centerline of the 100-foot wide Riverdale Center IV Subdivision. 3. A parcel of 1.00 acre, bounded on the north by the centerline of the 100-foot wide Riverdale Center I Subdivision, on the east by the centerline of the 100-foot wide Riverdale Center II Subdivision, on the south by the centerline of the 100-foot wide Riverdale Center III Subdivision, and on the west by the centerline of the 100-foot wide Riverdale Center IV Subdivision. 4. A parcel of 1.00 acre, bounded on the north by the centerline of the 100-foot wide Riverdale Center I Subdivision, on the east by the centerline of the 100-foot wide Riverdale Center II Subdivision, on the south by the centerline of the 100-foot wide Riverdale Center III Subdivision, and on the west by the centerline of the 100-foot wide Riverdale Center IV Subdivision.

CERTIFICATION
 I, the undersigned, being duly qualified, do hereby certify that the above described land is the property of the State of Utah, and that the same is being subdivided for public sale, and that the subdivision is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land for public sale.

[Signature]
 Commissioner of the State of Utah

PLAT
 This plat is a true and correct copy of the original plat on file in the office of the Commissioner of the State of Utah, and is hereby certified to be correct.

[Signature]
 Commissioner of the State of Utah

PLAT
 This plat is a true and correct copy of the original plat on file in the office of the Commissioner of the State of Utah, and is hereby certified to be correct.

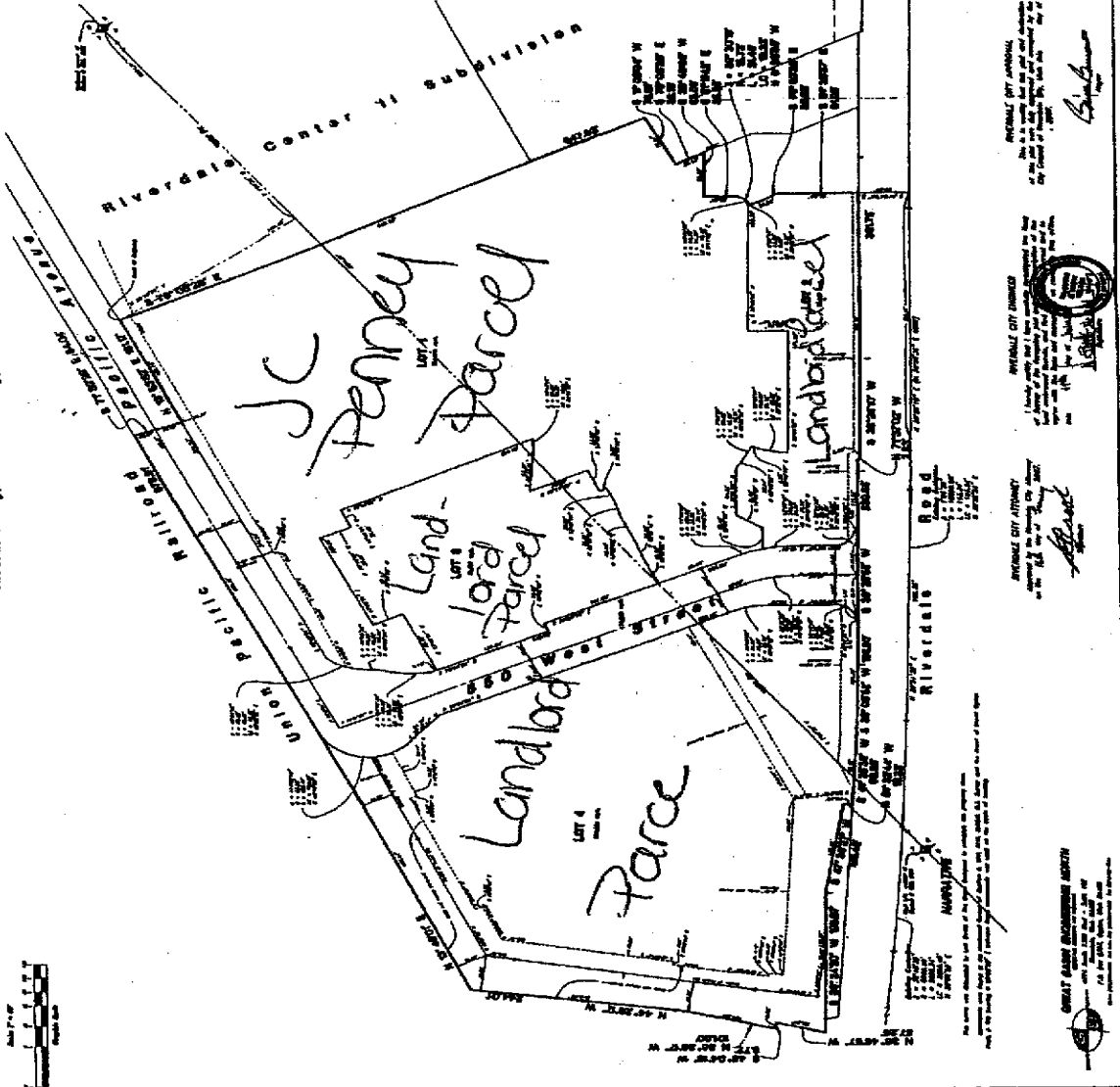
[Signature]
 Commissioner of the State of Utah

PLAT
 This plat is a true and correct copy of the original plat on file in the office of the Commissioner of the State of Utah, and is hereby certified to be correct.

[Signature]
 Commissioner of the State of Utah

PLAT
 This plat is a true and correct copy of the original plat on file in the office of the Commissioner of the State of Utah, and is hereby certified to be correct.

[Signature]
 Commissioner of the State of Utah



NOTE: THIS PLAT IS MADE SOLELY FOR THE PURPOSES OF ASSISTING IN LOCATING SAID PROPERTY, AND THE COMPANY ASSUMES NO LIABILITY FOR ANY VARIATION OR DISCREPANCY WITH AN ACTUAL SURVEY.