

RRD:al
051690

TRU - WEST VALLEY, UTAH
#1358V

RECORD AND RETURN TO:
Michael L. Tumolo, Esq.
Real Estate Counsel
Toys "R" Us, Inc.
461 From Road
Paramus, New Jersey 07652

1850

4921425
25 MAY 90 01:43 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST , DEPUTY

4921425

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made and entered into as of this 17th day of May, 1990, by and between HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership, having an address c/o West Valley Management Corporation, 46 West Broadway, Suite 111, Salt Lake City, Utah 84101 ("Landlord") and TOYS "R" US, INC., a Delaware corporation, having an office at 461 From Road, Paramus, New Jersey 07652 ("Tenant").

W I T N E S S E T H:

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the covenants and agreements set forth herein and in the agreement of lease between Landlord and Tenant dated as of May 17, 1990 (hereinafter called the "Lease"), Landlord and Tenant hereby agree as follows:

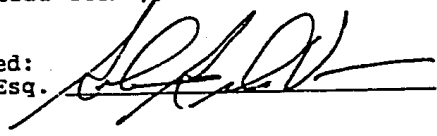
DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, for the term hereinafter provided, the premises shown crosshatched on the "Site Plan" annexed hereto as Exhibit B-1 and more particularly described on Exhibit C, both of which are hereby made a part hereof, together with any improvements now or hereafter erected thereon (collectively, the "Demised Premises") together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, arising out of any public or private grant or authority, including, without limitation, the nonexclusive right to use the Common Areas in common with other tenants and occupants of the premises described on Exhibit A annexed hereto and made a part hereof (the "Shopping Center").

TERM

Subject to Delivery of Possession and other conditions precedent more particularly described in the Lease, the Lease Term shall commence on the date (the "Commencement Date") which is the earlier of: (i) the date on which Tenant opens the Demised Premises to the general public for business, or (ii) November 1, 1990, and shall end on the last day of the 25th Lease Year (the "Initial Term"), unless extended as hereinafter provided.

This document prepared:
by Rober R. DiVita, Esq.



BK6223pg2477

The "Lease Term" shall mean the period from the Commencement Date to the later of (i) the last day of the 25th "Lease Year" (the "Initial Term"), or (ii) the date of the expiration of the latest renewal period for which Tenant has exercised its option to extend the term of the Lease.

As used herein, the term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the first day of each February during the Lease Term.

Notwithstanding anything herein to the contrary the Lease shall be deemed to be in full force and effect as of the date of execution and delivery hereof (the "Execution Date").

Tenant shall have five (5) successive options to extend the Lease Term for separate renewal periods of five (5) years each, each commencing at the expiration of the then current Lease Term.

THE FOLLOWING PROVISIONS, AMONG OTHERS, ARE CONTAINED IN THE LEASE AND ANY TERM NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE SAME MEANING AS IN THE LEASE.

USE

Except as otherwise provided in the Lease, the Demised Premises may be used and occupied for the retail sale of toys; outdoor play equipment; wheel goods; layettes; infant and juvenile food, health and beauty aids, furnishings, clothing, books and records; family and adult games; computers and accompanying software; video and electronic games and equipment; candy; and sporting goods; or for any other lawful retail use or purpose.

RESTRICTIVE COVENANTS

Except as otherwise provided in the Lease, Landlord shall not operate, lease or permit any other store located in the Shopping Center, or on any other property owned or leased by Landlord or any affiliate of Landlord which is within two (2) miles of the perimeter of the Shopping Center, to be used for the sale of toys; outdoor play equipment; wheel goods; layettes; infant and juvenile food; infant and juvenile health and beauty aids; infant and juvenile furnishings; infant and juvenile clothing, children's books and records; family and adult games; computers and accompanying software; video and electronic games and related equipment; and children's sporting goods.

* * * * *

Landlord shall not (other than presently existing leases or renewals thereof) hereafter lease, rent or permit any other premises in the Shopping Center to be used or occupied as a theater, an automobile repairs shop (mechanical or otherwise), a restaurant serving meals primarily for on premises consumption (other than in the location(s) shown therefor on the Site Plan), a fast food restaurant incorporating a coin or token operated amusement room, a bowling alley, a billiard parlor, a sales office or showroom for automobiles or other vehicles, an establishment serving

BK6223Pg2478

alcoholic beverages for on premises consumption, a funeral parlor, a massage parlor, a discotheque or dancehall, a health spa or similar type business, a skating rink, a car wash, an offtrack betting establishment, an amusement or game room, or a so-called "flea market", or for industrial or residential purposes.

* * * * *

Landlord shall not lease, rent or permit any other premises in the Shopping Center to be used or occupied as an adult book store or a store selling or exhibiting pornographic materials.

IMPROVEMENTS AND FIXTURES

All buildings and improvements erected by Tenant upon the Demised Premises, including the Improvements, any Alterations and equipment therein, together with any replacements thereof, shall be and remain the property of Tenant throughout the Lease Term, and Tenant alone shall be entitled to the benefits of ownership thereof.

* * * * *

Upon the expiration or sooner termination of this Lease all improvements, including, without limitation, air conditioning equipment, boilers, furnaces, ducts, elevators, escalators and lighting fixtures, exclusive of Tenant's trade fixtures, Tenant's building signs and Tenant's Freestanding Signs, shall, without further instrument and without any consideration therefor, become the property of Landlord.

COMMON AREAS

Landlord, for itself and its successors and assigns, hereby grants to Tenant, its successors and assigns, a non-exclusive easement and right of use, appurtenant to and for the benefit of the Demised Premises, of the Common Areas of Landlord's Parcels, for all the purposes for which such Common Areas are intended, for and during the Lease Term. It is agreed that the easement granted hereby shall be for the benefit of, but not restricted solely to, Tenant, and Tenant may grant the benefit of such easement to its tenants or other occupants of the Demised Premises for the duration of such occupancy and to the customers, employees and business invitees of Tenant, its tenants or other occupants, but same is not intended nor shall it be construed as creating any right in or for the benefit of the general public.

* * * * *

Tenant, for itself and its successors and assigns, hereby grants to Landlord, its successors and assigns, a non-exclusive easement and right of use, appurtenant to and for the benefit of the Landlord's Parcels, of the Common Areas of Tenant's Parcels, for all the purposes for which such Common Areas are intended, for and during the Lease Term. It is agreed that the easement granted hereby shall be for the benefit of, but not restricted solely to, Landlord, and Landlord may grant the benefit of such easement to its tenants or other occupants of Landlord's Parcels for the duration of such occupancy and to the customers, employees and business invitees of Landlord, its tenants or other occupants, but same is not intended nor shall

it be construed as creating any right in or for the benefit of the general public.

* * * * *

Tenant, for itself and its successors and assigns, hereby authorizes Landlord, subject to the approval of Tenant as to the terms and conditions thereof, which approval shall not be unreasonably delayed or denied, to grant to the owners of property adjoining the Shopping Center to the south and the owners of property adjoining the Shopping Center along the southerly side of 3500 South and the easterly side of Market Street non-exclusive, reciprocal easements, rights-of-way or licenses for ingress, egress and parking over and on the Common Areas of the Shopping Center, including the Common Areas within Tenant's Parcel, for the benefit of such adjoining parcels, the owners thereof and their respective tenants, occupants, customers, employees and business invitees, successors and assigns. The grant of any such easements, rights-of-way or licenses shall not require the joinder of Tenant in order to be effective.

* * * * *

Neither Landlord nor Tenant shall change or alter the location of curb cuts, roadways, access aisles and sidewalks nor alter the quality, quantity, availability or location of any of the parking areas in the Common Areas (as same are shown on the Site Plan).

* * * * *

Neither Landlord nor Tenant shall construct any barrier, building or other structure (including temporary structures) on any portion of the Common Areas nor change the points of ingress and egress to and from the Shopping Center from the public roads, nor shall Landlord in any manner obstruct the visibility of Tenant's Building.

* * * * *

Landlord and Tenant agrees that the number of parking spaces within the Shopping Center shall not be diminished from that shown on the Site Plan.

* * * * *

Except as otherwise provided in the Lease, neither Landlord nor Tenant shall use or permit the use of the Common Areas for promotional activity nor retail sales purposes.

* * * * *

Landlord shall not perform any construction, repairs, replacements or maintenance to any portion of the Shopping Center (other than emergency repairs) during the months of October, November and December of any Lease Year, without the prior consent of Tenant.

RIGHT TO PURCHASE SHOPPING CENTER.

If, at any time and from time to time during the Lease Term, Landlord desires to sell the Shopping Center, Landlord shall offer to Tenant the right to purchase the Shopping Center. If Tenant does not accept such offer, or if Tenant fails to notify Landlord whether or not it accepts such offer, Landlord may sell the Shopping Center to any other party on no more favorable terms and conditions than those offered to

Tenant. If Tenant declines or fails to respond to such offer in the requisite time period, and Landlord then offers to sell the Shopping Center to another party on terms more favorable to such party than those originally offered to Tenant, Landlord shall reoffer the Shopping Center to Tenant on such new terms and Tenant shall have the right to purchase the Shopping Center on such new terms.

EASEMENTS

Landlord hereby grants to Tenant the right, during the Lease Term, to grant to third parties, non-exclusive rights, easements and licenses, on, across and within the Demised Premises and Common Areas, as Tenant may from time to time deem necessary or desirable. Any such right, easement or license granted pursuant hereto shall terminate upon the expiration of the Lease Term or other earlier termination of this Lease.

Landlord shall, within five (5) days after request by Tenant, execute, acknowledge and deliver to Tenant such instruments as may be required to grant such easements and otherwise give effect to the foregoing provision. In the event Landlord shall fail to deliver any such instrument within said 5-day period, Landlord hereby constitutes and appoints Tenant as Landlord's attorney-in-fact to execute any such instrument for and on behalf of Landlord.

* * * * *

Landlord hereby grants to Tenant, its agents, contractors and subcontractors a temporary nonexclusive easement and right of use appurtenant to and for the benefit of the Demised Premises in and to those portions of the Common Areas designated as staging areas on Exhibit B-2 annexed hereto and made a part hereof for the purpose of ingress, egress, delivery, storage and removal of construction equipment and supplies, placement of construction trailers and installation of temporary utility lines.

Landlord hereby reserves unto itself, its agents, contractors and subcontractors a temporary nonexclusive easement and right of use, appurtenant to and for the benefit of that portion of the Shopping Center not included in the Demised Premises, in and to those portions of the Common Areas designated as staging areas on Exhibit B-2 for the purpose of ingress, egress, delivery, storage and removal of construction equipment and supplies, placement of construction trailers and installation of temporary utility lines.

* * * * *

Landlord hereby grants to Tenant, its successors and assigns, throughout the Lease Term, an easement and right of use appurtenant to and for the benefit of the Demised Premises in, to, over, under and across the Common Areas of those portions of the Land not including within the Demised Premises (herein called "Landlord's Parcels") for the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines, and other utility lines ("Utility Lines") to serve the Demised Premises, including, without limitation, the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any Common Areas or building use or operation. All easements for Utility Lines shall be subject, as to location, to the approval of Landlord, which approval shall not be

unreasonably withheld.

Tenant hereby grants to Landlord, its successors and assigns, an easement and right of use appurtenant to and for the benefit of Landlord's Parcels in, to, over, under and across the Common Areas of Tenant's Parcel for the installation, operation, maintenance, repair, relocation and removal of Utility Lines to serve Landlord's Parcels, including, without limitation, the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any Common Areas or building use or operation. All easements for Utility Lines shall be subject, as to location, to the approval of Tenant, which approval shall not be unreasonably withheld.

Landlord agrees that it will not cause nor permit to be caused any obstruction to the visibility of the Pylons, Tenant's Freestanding Signs thereon, or Tenant's signs on the exterior of Tenant's Building.

Nothing in this Memorandum of Lease shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Lease, and reference is hereby made to the Lease for all of its terms, covenants and conditions, all of which are hereby incorporated herein by reference.

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

LANDLORD:

HEARTLAND WEST VALLEY
COMMERCIAL LIMITED PARTNERS

Attest:

By: West Valley Management
Corporation, its general
partner

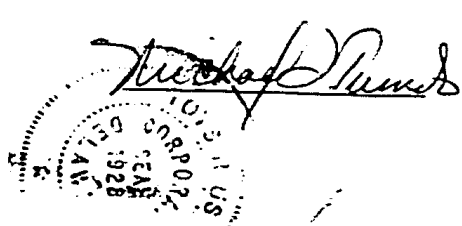
By: Michael Z. Nicks

TENANT:

TOYS "R" US, INC.

Attest:

By: Michael Paul Miller
Michael Paul Miller
Senior Vice President -
Real Estate



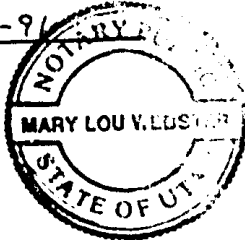
5K6223PG2482

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of May, 1990, by Michael L. Nielsen, President of West Valley Management Corporation, General Partner of Heartland West Valley Commercial Limited Partners.

My Commission Expires:

8-19-91



Mary Lou Veldsper
NOTARY PUBLIC
Residing at Clair Fork County, Utah

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

On this the 17th day of May, 1990, before me, the undersigned officer, personally appeared Michael Paul Miller and Michael L. Tumolo, who acknowledge themselves to be the Senior Vice President - Real Estate and Assistant Secretary, respectively, of TOYS "R" US, INC. a Delaware corporation and that they as such and Senior Vice President - Real Estate and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as Senior Vice President - Real Estate and Assistant Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Lisa A. Figlia
Notary Public
LISA A. FIGLIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7-28-93

DK6223PG2483

EXHIBIT "A"

Description of Shopping Center

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT POINT SOUTH 89°53'20" WEST 330.000 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, AND SOUTH 00°00'44" WEST 48.000 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 00°00'44" WEST 272.000 FEET; THENCE NORTH 89°53'20" EAST 297.000 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET; SAID WESTERLY RIGHT OF WAY LINE BEING 33.000 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF 2700 WEST STREET, SAID CENTERLINE BEING THE NORTH/SOUTH CENTER SECTION LINE OF SAID SECTION 33; THENCE SOUTH 00°00'44" WEST 495.095 FEET; THENCE SOUTH 89°56'30" WEST 498.900 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARKET STREET; THENCE NORTH 00°00'20" EAST 142.384 FEET TO THE BEGINNING OF A 526.660 FOOT RADIUS CURVE TO THE LEFT BEARING TO RADIUS POINT BEING NORTH 89°59'40" WEST; THENCE ALONG THE ARC OF SAID CURVE 183.992 FEET THROUGH A CENTRAL ANGLE OF 20°01'00" TO THE BEGINNING OF A 466.660 FOOT RADIUS CURVE TO THE RIGHT BEARING TO RADIUS POINT BEING NORTH 69°59'20" EAST; THENCE ALONG THE ARC OF SAID CURVE 163.031 FEET THROUGH A CENTRAL ANGLE OF 20°01'00"; THENCE NORTH 89°53'20" EAST 119.951 FEET; THENCE NORTH 00°00'44" EAST 284.122 FEET; THENCE NORTH 89°53'20" EAST 142.000 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, WHICH HAS A BEARING OF SOUTH 89°56'20" WEST.

PARCEL 2:

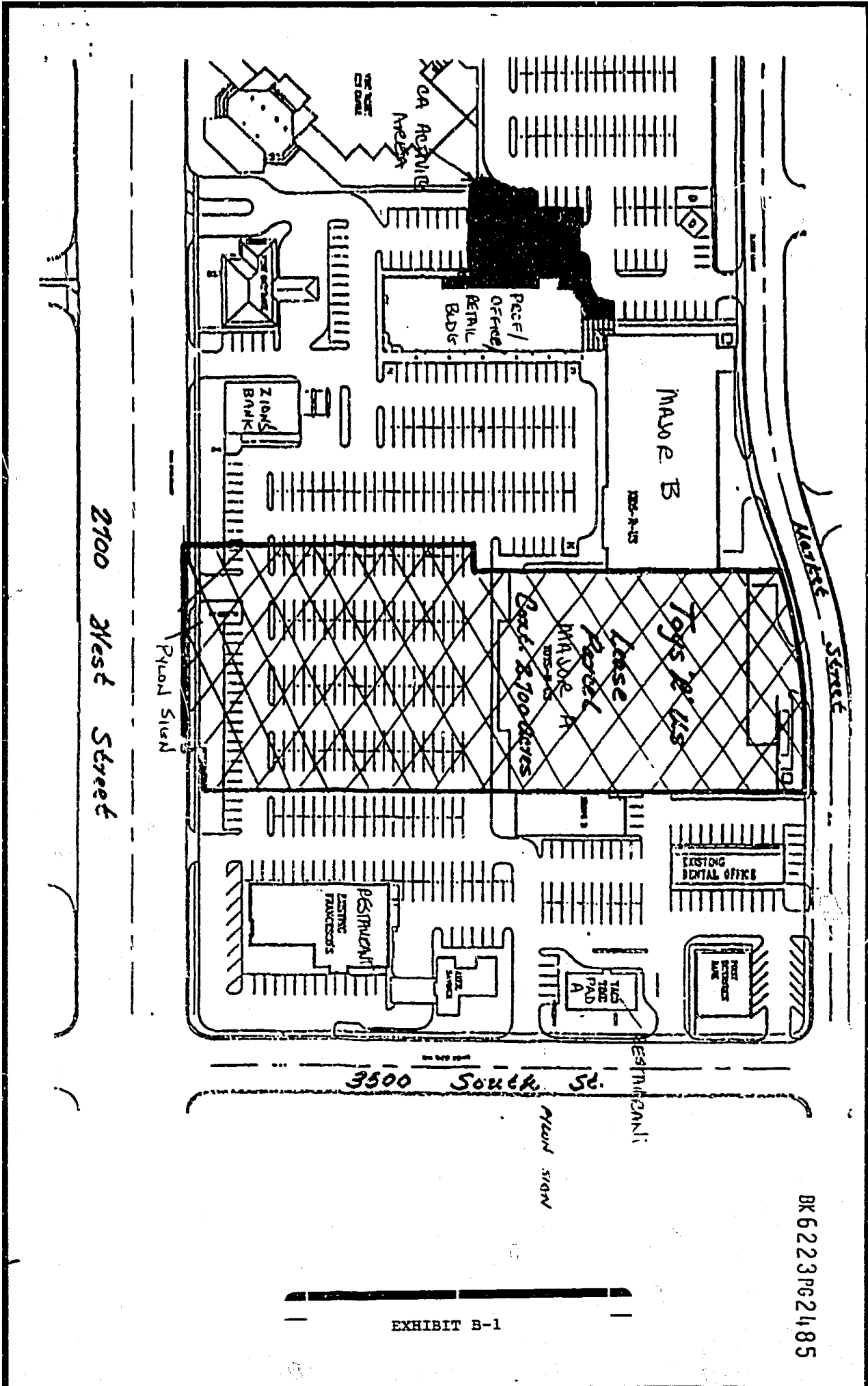
A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EAST LINE OF MARKET STREET, BEING 592.000 FEET SOUTH 89°53'20" WEST AND 273.952 FEET SOUTH 00°00'20" WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; AND RUNNING THENCE NORTH 89°53'20" EAST 119.968 FEET; THENCE SOUTH 00°00'44" WEST 58.170 FEET; THENCE SOUTH 89°53'20" WEST 119.961 FEET TO SAID EAST LINE; THENCE NORTH 00°00'20" EAST 58.170 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT ON THE WEST LINE OF 2700 WEST WHICH IS SOUTH 00°00'44" WEST ALONG THE QUARTER SECTION LINE 228.00 FEET AND SOUTH 89°53'20" WEST 50.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°00'44" WEST ALONG SAID WEST LINE OF 2700 WEST 92.00 FEET; THENCE SOUTH 89°53'20" WEST 280.00 FEET; THENCE NORTH 00°00'44" EAST 92.00 FEET; THENCE NORTH 89°53'20" EAST 280.00 FEET TO THE POINT OF BEGINNING.

BK6223PG2484



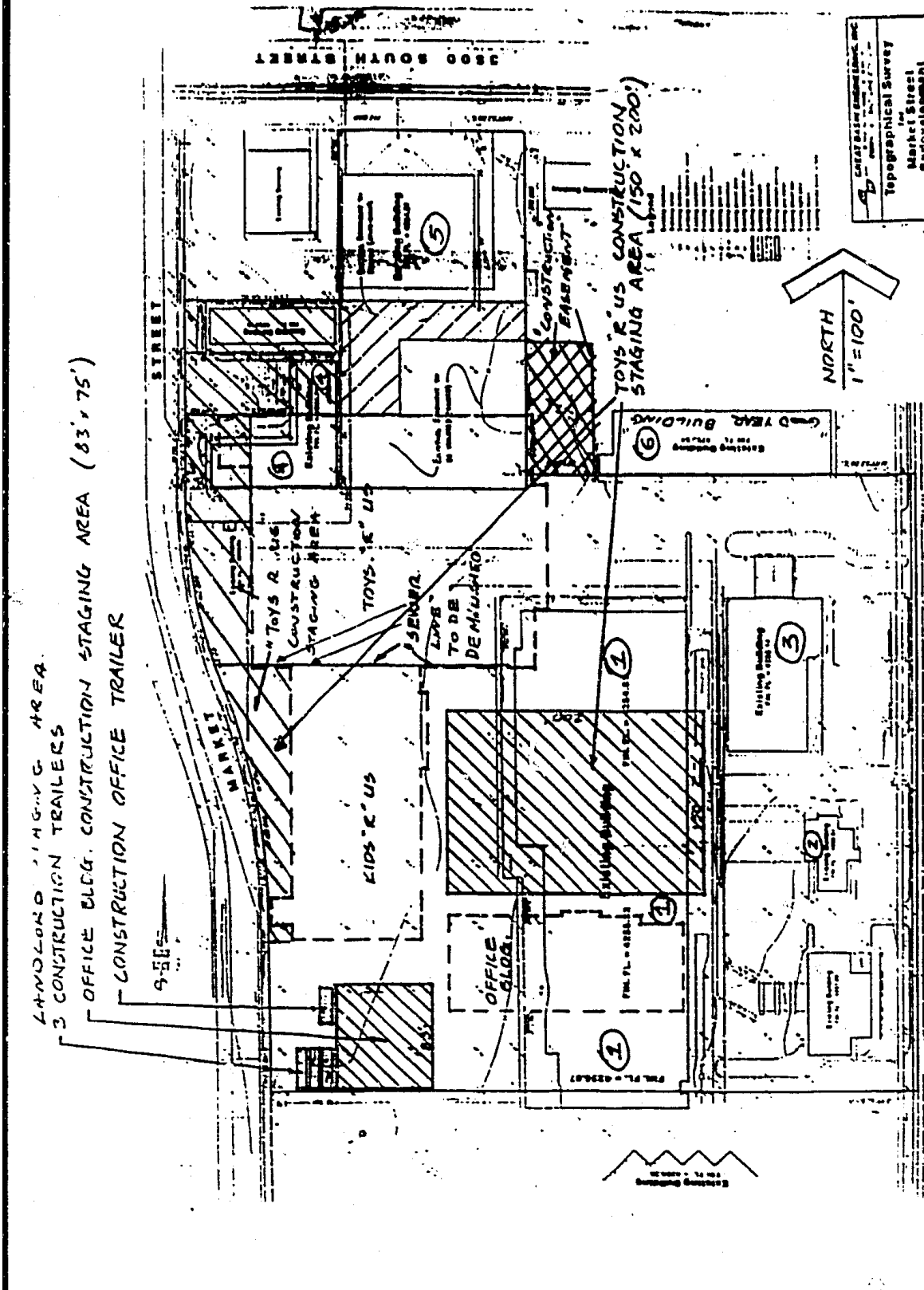
2700 West Street

3500 South St.

Kestrel Street

DK 6223PG2485

EXHIBIT B-1

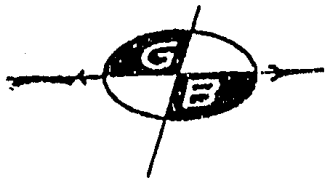


GREAT BASIN ENGINEERING, INC.
 Topographical Survey
 for Street
 Masterplan
 and Alignment

-FOUR COPY -
 CO RECORDED

2700 WEST STREET

801521315
MAY-12-90 FRI 10:33 EDWARDS, MCCOY & KENNEDY P.07
MAY-17-90 THU 16:06 CRT DEN 8013927544 P.02



GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
3544 Lincoln Ave., Suite 11
P.O. Box 9307
Ogden, Utah 84409

Ogden (801) 394-4515
Salt Lake (801) 821-8329
FAX (801) 392-7344



Revised January 23, 1990
Revised April 9, 1990
Revised May 17, 1990

MARKET STREET TOYS 'R' US LEASE PARCEL

A part of the Northwest Quarter of Section 33, Township 1 South,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East line of Market Street being
592.00 feet South 89°53'20" West along the Section line and 273.95 feet
South 0°00'20" West from the Northeast corner of said Northwest Quarter
of Section 33; running thence North 89°53'20" East 541.97 feet; thence
South 0°00'44" East 46.05 feet; thence North 89°53'20" East 17.00 feet
to the West line of 2700 West Street, said West line being 33.00 feet
Westerly of and parallel to the East line of said Northwest Quarter of
Section 33; thence South 0°00'44" West 181.25 feet along said West
line; thence South 89°53'20" West 260.00 feet; thence
North 0°00'44" East 23.30 feet; thence South 89°53'20" West 276.24 feet
to the East line of Market Street at a point in a curve in which the
radius point bears North 72°03'36" East; thence along the Easterly line
of Market Street as follows: Northwesterly along the arc of a
466.66 foot radius curve to the right 146.16 feet (Long Chord bears
North 5°58'02" West 145.57 feet, Central Angle equals 17°56'44") and
North 0°00'20" East 58.17 feet to the point of beginning.

Contains 2.700 Acres

MEMBER OF AMERICAN SOCIETY OF CIVIL ENGINEERS / MEMBER OF UTAH COUNCIL OF LAND SURVEYORS
UTAH PROFESSIONAL ENGINEERS COUNCIL

EXHIBIT C

BK 6223762487

-FOUR COPY-
CO. RECORDED