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RETURNED
FEB - 6 1998

MEMORANDUM OF LEASE

This instrument prepared by,
and when recorded return to:
Edward L. Ball, Attorney at Law
8008 Harps Mill Road
Raleigh, North Carolina 27615-3720

E 1379531 B 2236 P 1127
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 FEB 6 8:58 AM FEE 26.00 DEP NT
REC'D FOR TITLE WEST TITLE COMPANY

3A thru 9A Layton Market
Center 2nd And
10-200-0003 thru 0009

STATE OF UTAH §
COUNTY OF LAYTON §

KNOW ALL MEN BY THESE PRESENTS:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 18 day of September, 1997, by and between IG, L.C., a Utah limited liability company, by and through its managing member, Woodbury Amsource, Inc., a Utah corporation ("Landlord"), and Barnes & Noble Stores, Inc., a Delaware corporation ("Tenant").

1. Pursuant to a Lease Agreement (the "Lease") executed by Landlord and Tenant, dated September 18, 1997, Landlord has leased to Tenant certain Premises which are part of a Shopping Center constructed or to be constructed on the property described in Exhibit A attached hereto, together with all of Landlord's appurtenant rights, privileges and easements.
2. The term of the Lease shall commence on the Commencement Date set forth in the Lease and shall expire upon the expiration of the fifteenth (15th) Lease Year as determined by the provisions of the Lease.
3. Tenant has an option to extend the term of the Lease for three (3) periods of five (5) years each, on the terms and conditions as stated in the Lease.
4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.
5. Landlord agrees that, during the term of this Lease, it will not construct or permit to be constructed any building, sign, tower or other structure or improvement, or plant any tree or other growing plant, or make any other change whatsoever in the area depicted as the No Build Area on Exhibit B (the "No Build Area"). Notwithstanding the foregoing to the contrary, Landlord shall have the right within the No Build Area

COURTESY RECORDING

(This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document)

to (i) plant trees and other growing plants pursuant to a landscape plan which provides for the uniform distribution of trees throughout the Shopping Center, provided no one tree shall unreasonably interfere with the visibility of Tenant's building signage except as may otherwise be required by applicable governmental authority and (ii) construct other items or amenities customary in first-class retail centers, such as light standards, benches and directional signage, provided the same does/do not unreasonably interfere with access to the Premises or visibility of Tenant's building signage.

6. Landlord shall not lease space in the Shopping Center for the following: (i) any bowling alley; (ii) any arcade; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption; (iv) any health club, spa or gymnasium; (v) any night club or discotheque; (vi) any second hand or surplus store; (vii) any mobile home park or trailer court; (viii) any dumping, disposing, incineration or reduction or garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (x) any central laundry or dry cleaning plant or laundromat (except that this prohibitions shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities); (xi) any automobile, truck, trailer or R.V. sales, leasing, display or repair; (xii) any skating rink; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is adjacent to the Premises); (xv) any mortuary; (xvi) any establishment selling or exhibiting pornographic materials; (xvii) any restaurant within three hundred feet (300') of the Premises; (xviii) any movie theater within three hundred feet (300') of the Premises; (xix) any separately demised newsstand; (xx) or any other coffee bar or coffee shop; or (xxi) any use which is a public or private nuisance.

7. Landlord, and its successors and assigns, shall not (a) operate or permit under any circumstances to be operated within the Shopping Center any other store (except as to the building occupied by Toys R Us and the building occupied by Target as shown on Exhibit B) selling or displaying for sale any of the following items: (i) books, magazines, periodicals and newspapers in print, and (ii) books, magazines, periodicals and newspapers on tape, disk, CD-ROM and/or any other media, as well as any items which are technological evolution of any of the foregoing items, together with various media and merchandise incidental thereto (collectively, the "Exclusive Items"), or (b) operate or permit under any circumstances to be operated within the Shopping Center any other Coffee Shop. However, nothing in this Lease shall be construed as prohibiting or restricting the sale of pre-packaged food items. In addition, so long as Tenant (or its licensees, successors, subtenants or assigns) is operating the Premises as a modern bookstore (except for temporary closings as referenced in Paragraph 7.2 of the Lease), Landlord (and its successors and assigns) shall not operate or permit to be operated under any circumstances in the building occupied by Toys R Us, or its licensees, successors, subtenants or assigns, any store operated primarily as a modern bookstore. The Incidental Sale (as hereinafter defined) of the Exclusive Items in connection with the overall business of another operator or tenant, or the Incidental Sale of coffee, tea or other beverages by a non-Coffee Shop restaurant operator or tenant as a part of its general restaurant operation, shall not be deemed a violation of this Paragraph. As used herein, "Incidental Sale" shall mean the lesser of (x) ten percent (10%) of such operator's or tenant's display area and (y) five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space).

8. Landlord hereby gives and grants to Tenant during the term of the Lease, for the benefit of Tenant and Tenant's subtenants, licensees and concessionaires, and their respective employees, contractors, customers, invitees and deliverymen, the right to use all of the Common Areas (as defined in the Lease), in

common with Landlord and all other tenants and occupants of the Shopping Center and their respective employees, contractors, assigns, customers, invitees and deliverymen. The rights hereby granted with respect to the Common Areas shall run with and bind the Shopping Center and the land on which it is located, shall be binding upon the Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the term of the Lease.

9. No building on either side of the Premises shall be constructed so that (i) its roof height shall be higher from its finished floor elevation than the roof height of the Premises from its finished floor elevation, (ii) its sign parapets and other architectural features shall be higher from its finished floor elevation than those of the Premises from its finished floor elevation, and (iii) its front building line extends in a northerly direction beyond the front building line of the Premises.

10. As a condition to Tenant's obligations under this Lease, Landlord shall cause the points of ingress and egress to and from the Shopping Center and adjacent right-of-ways labeled on Exhibit B as "Critical Access Ways" to be constructed with required traffic signals to exist as shown on Exhibit B ("Required Traffic Signals"), and to remain throughout the term of this Lease, in an open and functioning manner, and signalized where required, as shown on said Exhibit B.

EXECUTED as of the date first written above.

LANDLORD:

WOODBURY AMSOURCE, INC., Managing
Member of IG, L.C.

By: *John R. Gaskill*
Name: John R. Gaskill
Title: President

By: *W. Richards Woodbury*
TENANT: W. Richards Woodbury, Chairman

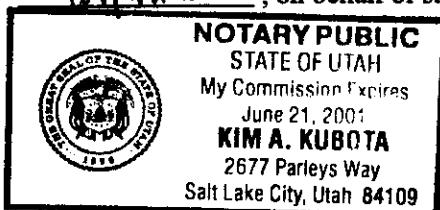
BARNES & NOBLE STORES, INC.

By: *Mitchell S. Klipper*
Name: MITCHELL S. KLIPPER
Title: EXECUTIVE VICE PRESIDENT

THE STATE OF Utah §
COUNTY OF SALT LAKE §

E 1379531 B 2236 P 1130

This instrument was acknowledged before me on the 10 day of September, 19 97, by John K. Gaskill & W. Richards Woodbury President & Chairman of Woodbury Amusement Inc., a Utah corporation, on behalf of said corporation.



Kim A. Kubota

Notary Public in and for the State of Utah

My Commission Expires: _____

THE STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on the 26 day of August, 19 97, by MICHAEL S. SCHLEER Executive Vice President of Barnes & Noble Stores, Inc., a Delaware corporation, on behalf of said corporation.

Jean M. Bollerman

Notary Public in and for the State of _____

JEAN M BOLLERMAN

Notary Public, State of New York

My Commission Expires: No 41 4941170

Qualified in Queens County

Commission Expires Aug. 15, 1998

[Signature]

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, BEING ALL OF LOTS 3, 4, 5, 6, 7, 8 AND 9 OF LAYTON MARKET CENTER SUBDIVISION, COUNTY OF DAVIS, STATE OF UTAH, FURTHER DESCRIBED AS FOLLOWS:

2nd track

BEGIN AT THE POINT ON THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 1000 WEST STREET, SAID POINT BEING NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST 1029.98 FEET ALONG THE SECTION LINE AND SOUTH 00 DEGREES 22 MINUTES 10 SECONDS WEST 57.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE, A DISTANCE OF 543.92 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 183.30 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 216.17 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 246.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS AN ARC DISTANCE OF 34.82 FEET, A RADIUS OF 100.00 FEET AND A CHORD BEARING OF SOUTH 09 DEGREES 48 MINUTES 23 SECONDS EAST WITH A DISTANCE OF 34.64 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS AN ARC DISTANCE OF 34.82 FEET, A RADIUS OF 100.00 FEET AND A CHORD BEARING OF SOUTH 09 DEGREES 48 MINUTES 23 SECONDS EAST WITH A DISTANCE OF 34.64 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 185.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52 DEGREES 28 MINUTES 00 SECONDS AN ARC DISTANCE OF 22.89 FEET, A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 26 DEGREES 24 MINUTES 05 SECONDS WEST WITH A DISTANCE OF 22.10 FEET; THENCE SOUTH 52 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 36 SECONDS AN ARC DISTANCE OF 868 FEET, A RADIUS OF 232.00 FEET AND A CHORD BEARING OF SOUTH 36 DEGREES 37 MINUTES 31 SECONDS EAST WITH A DISTANCE OF 8.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 42 SECONDS AN ARC DISTANCE OF 189.47 FEET, A RADIUS OF 200.00 FEET AND A CHORD BEARING OF SOUTH 62 DEGREES 41 MINUTES 34 SECONDS EAST WITH A DISTANCE OF 182.46 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 38.75 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 440.72 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 503.11 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 1263.03 FEET TO THE POINT OF BEGINNING. CONTAINING 535,309 SQUARE FEET OR 12.29 ACRES, MORE OR LESS.

Provided by
This is not a

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ANTELOPE DRIVE

E 1379531 B 2236 P 1132

PYLON SIGN

CENTRAL ACCESS WAY

1000 WEST STREET

PYLON SIGN

700 WEST STREET

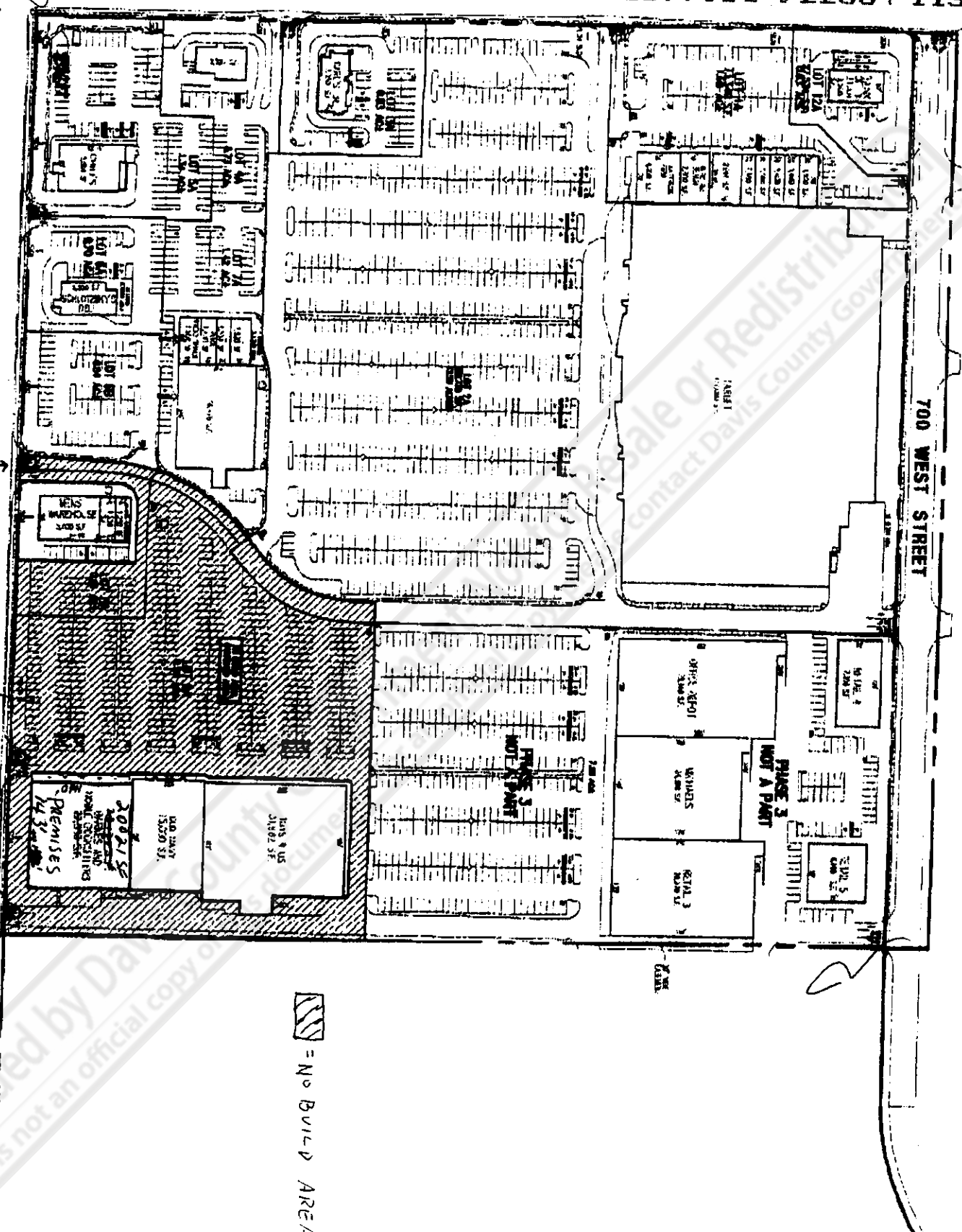


EXHIBIT "B" - SITE PLAN

LAYTON MARKET CENTER



5000 S. HANBURY BLVD. ANCHORAGE, ALASKA 99503
 2677 GAS PHELEYS WAY
 SALT LAKE CITY, UTAH 84108