

2864

29  
MW



\*W1854977\*

Prepared by, recording requested by  
and when recorded return to:

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

**MEMORANDUM OF SHOPPING CENTER LEASE**

Effective Date of Lease. April 29, 2002

Name and Address of Landlord. RIVERDALE CENTER II, LLC, a Utah limited liability company  
having an office at 127 So. 500 East, Suite 100, Salt Lake City, Utah 84102, Attn: Property  
Management.

Name and Address of Tenant. MICHAELS STORES, INC., a Delaware corporation, having an  
office at 8000 Bent Branch Drive, Irving, Texas 75063, Attention: Director of Real Estate  
Administration.

Description of Premises. Approximately 22,318 (Dimensions 120' frontage x 180'8" depth)  
Leasable Square Feet and being a part of Riverdale Center II(the "Shopping Center") located in the City  
of Riverdale, County of Weber, State of Utah, and constructed on land described in Exhibit A attached  
hereto.

Term of Lease. Commencing on the "Completion Date" of the Lease (as such term is defined  
in the Lease) and ending on February 2012.

E# 1854977 BK2239 PG1420  
DOUG CROFTS, WEBER COUNTY RECORDER  
14-JUN-2002 900 AM FEE \$29.00 DEP JPM  
REC FOR: MICHAELS.STORES.INC

Options to Extend. The Lease grants to Tenant successive options to extend the Lease Term from the date upon which the Lease Term would otherwise expire for Four (4) additional periods of Five (5) years each.

Restrictions on Construction. Landlord will not create out parcels or pad sites, in addition to the out parcels or pad sites shown on Exhibit B to the Lease. No building or improvements constructed on any out parcel or pad site shown on Exhibit B to the Lease shall exceed one story in height, or 28' in height, inclusive of architectural features (except the building on "Envelope A" shown on Exhibit B to the Lease may be 36' in height, inclusive of architectural features, and the building on "Envelope B" shown on Exhibit B to the Lease may be 30' in height, inclusive of architectural features). The roof line and parapet wall of any other premises shall not be higher than the height of the roof line and parapet wall of the Premises except as shown on the Approved Elevation attached as Exhibit N to the Lease. Landlord will not construct, or allow any other party to construct, other buildings or improvements in the parking areas shown on Exhibit B to the Lease or on any other area of the Shopping Center.

Prohibited Uses. There exists in the Lease various restrictions upon other uses at the Shopping Center.

Employee Parking. Landlord will designate, and may from time to time change the designation of, the particular parking areas in the Shopping Center to be used by the employees of the various occupants of the Shopping Center (the "Employee Parking Areas"); provided that the rules for parking shall be uniformly imposed upon all tenants of the Shopping Center. Landlord agrees that any designated Employee Parking Areas shall impose no unreasonable burden upon the employees of Tenant and shall impose no greater safety or security risk upon Tenant's employees than any other parking areas of the Shopping Center.

Exclusive. The following language is set forth in Section 16.4.1 of Exhibit C to the Lease ("Section 16.4.1"): Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding (except apparel) or party goods (except apparel), or any store similar to Tenant in operation or merchandising. This Section 16.4.1 shall not apply to any (i) lessee or occupant whose lease or occupancy agreement was fully executed on the Effective Date hereof and is identified on Exhibit I as an "Existing Lease Not Subject to Tenant's Exclusive;" provided, however, that this exception shall not apply if (a) Landlord permits or agrees to an expansion of the premises for any such permitted use which violates Tenant's exclusive, or (b) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns, or (c) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (d) Landlord has the right, by virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (ii) lessee or occupant to which the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental to such lessee's or occupant's primary use, unless the total space which such lessee or occupant devotes to the products or services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of (x) one thousand five hundred (1,500) Leasable Square Feet (inclusive of allocable aisle space and linear shelf space) or (y) ten percent (10%) of the total Leasable Square Feet contained in such lessee's or occupant's premises but in no event shall this exception for incidental use apply to picture framing services, it being the intention that no other lessee or occupant of the Shopping Center shall be permitted to offer picture framing services not even on an incidental basis. Landlord warrants and represents to Tenant that, notwithstanding anything to the contrary stated in this Section 16.4.1, if Landlord or any affiliate of Landlord regains control over the use of the Lowe's Parcel as shown on

Exhibit B of this Lease, then the Lowe's Parcel shall be subject to this Section 16.4.1. Notwithstanding anything to the contrary stated in this Section 16.4.1, Tenant hereby acknowledges that: (A) the operation of a "Linens N' Things" in the Shopping Center will not violate Tenant's exclusive so long as "Linens N' Things" agrees to be subject to that certain letter agreement between Michaels Stores, Inc. and Linens N' Things dated November 18, 1998 attached hereto as Exhibit L; and (B) the selling of "greeting cards" shall not be deemed in violation of this Section 16.4.1; and (C) the operation of a Bed Bath & Beyond store in the Shopping Center shall not be in violation of this Section 16.4.1 provided that, prior to Landlord entering into a lease with Bed Bath & Beyond, Tenant and Bed Bath & Beyond enter into an agreement substantially in the form and substance of Exhibit M of this Lease.

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

EXECUTED this 29 day of April, 2002.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

E# 1854977 BK2239 PG1423

**TENANT**

MICHAELS STORES, INC.,  
a Delaware corporation

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

**ATTEST**

By: *Janet S. Morehouse*  
Name: Janet S. Morehouse  
Title: Assistant Secretary

Date of Execution By Tenant:  
April 19, 2002

**LANDLORD**

RIVERDALE CENTER II, LLC, a  
Utah limited liability company

By: THE BOYER COMPANY LLC,  
a Utah limited liability company

By: *H. Roger Boyer*  
Name: H. ROGER BOYER  
Title: MANAGER

**WITNESS**

By: *Shayla Spier*  
Name: Shayla Spier

**WITNESS**

By: *Devin M. Gentry*  
Name: Devin M. Gentry

Date of Execution By Landlord:  
April 29, 2002

E# 1854977 BK2239 PG1424

ACKNOWLEDGMENTS

TENANT

STATE OF TEXAS           §  
                                          §  
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.

GIVEN under my hand and seal of office this 19<sup>th</sup> day of April, 2002

Stephanie Ann Massey  
Notary Public in and for the  
State of Texas



Notary's Printed Name

My Commission Expires: 6/19/04



**Legal Description**

Lots 1 thru 4, RIVERDALE CENTER II SUBDIVISION, according to the Official Plat thereof,  
recorded in the Office of the Weber County Recorder.

06-274-0001, 0002, 0003, 0004, 0005

E# 1854977 BK2239 PG1427

Exhibit A

KL