

RECORDING PREPARED BY  
REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
SUSAN L. BEAUMONT, ESQ.  
THE TJX COMPANIES, INC.  
770 COCHITUATE ROAD  
FRAMINGHAM, MA 01701

nCS-652266-8  
1 of 1 mg

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 11 day of April, 2014, by and between CEDAR SOUTH STATION INC., a Delaware corporation (the "Landlord"), and MARSHALLS OF MA, INC., a Massachusetts corporation (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated April 11, 2014 (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 consists of a portion of a one-story building, which contains approximately twenty seven thousand nine hundred fifty seven (27,957) square feet of ground floor area having a minimum frontage and width of one hundred forty feet (140') and other dimensions as shown and labeled 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 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. Notwithstanding the foregoing, if Gross Sales from the Demised Premises for a particular period do not meet the threshold set forth in the Lease, Tenant has the one-time right at its election to terminate the Lease after the fifth anniversary of the Commencement Date.

Tenant shall have the right, at its election, to extend the term of the Lease for four (4) 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.

4. 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:

(1) the one hundred fiftieth (150<sup>th</sup>) day after the completion of Landlord's Construction Work and receipt by Tenant of notice of such completion from Landlord; and

(2) the sixtieth (60<sup>th</sup>) day after two (2) of the Inducement Stores (defined in Schedule G of the Lease) are open for business to customers in the Shopping Center; and

(3) the tenth (10<sup>th</sup>) 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 the Lease; and

(4) the tenth (10<sup>th</sup>) 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 if the same shall be issuable without Tenant's fixturing the Demised Premises; and

(5) the sixtieth (60<sup>th</sup>) 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 of the Lease; and

(6) the sixtieth (60<sup>th</sup>) 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 of the Lease, provided that Tenant shall have diligently pursued such permits and approvals; and

(7) the sixtieth (60<sup>th</sup>) day after Landlord shall have delivered to Tenant the Negative Certification Report referred to in Schedule H to the Lease; and

(8) August 1, 2015.

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 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: **Phillips Edison Company  
11501 Northlake Drive  
Cincinnati, Ohio 45259  
Attention Robert F. Myers**

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 Shopping Center 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 (except as provided below), massage parlor (except in connection with a health club otherwise permitted hereunder), sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials (provided, however, the foregoing shall not preclude supermarkets, drug stores, convenience stores, book stores, video stores or similar first class establishments which sell adult material as an incidental use) or (d) for any establishment which sells or displays used merchandise or second hand goods (except as provided below). No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located in the portion of the Shopping Center labeled "Restricted Area"

on the Lease Plan. The Shopping Center shall not be used in violation of the Restricted Uses set forth in Schedule F attached hereto. (Collectively the uses described herein are referred to as the "Prohibited Uses".) Notwithstanding the foregoing, Tenant agrees the following may be located in the Shopping Center:

(1) service uses typically found in first class Shopping Centers such as real estate, stock broker and legal offices, travel and insurance agencies, doctor, dentist and optician offices so long as such service uses are not located in the area labeled "Restricted Area" on the Lease Plan;

(2) one health club or exercise facility of up to 5,000 square feet of floor area provided such is not located in the Restricted Area; and

(3) one store typically found in a first class Shopping Center that sells reconditioned merchandise together with new merchandise such as Play It Again Sports or Game Stop (but such shall not allow the operation of a Salvation Army, Goodwill, Savers or similar thrift stores).

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center 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) seven thousand five hundred (7,500) 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...

(D) The provisions of this Paragraph 4 shall not apply with respect to rights previously granted to tenants or occupants (and their subtenants and assignees) under leases or agreements existing as of the date hereof (collectively "Existing Leases") for only so long as such Existing Leases continue in full force and effect (as such Existing Leases may be extended from time to time by such tenants, assignees and occupants) and only to the extent such Existing Leases permit such Prohibited Uses or the Competing Uses. Landlord agrees not to amend any Existing leases to permit the Prohibited Uses or the Competing Uses. Landlord warrants and represents that all of the Existing Leases are listed on Schedule K attached [to the Lease]."

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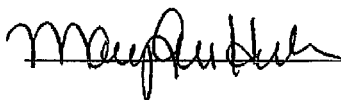
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7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect 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.

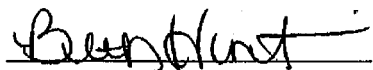
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

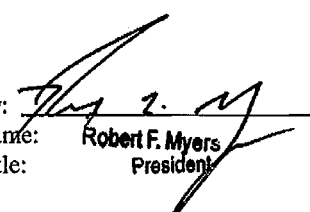
WITNESSES AS TO BOTH:

**CEDAR SOUTH STATION, INC.,**  
a Delaware corporation



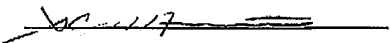
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

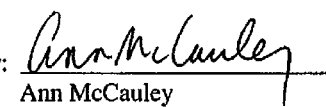


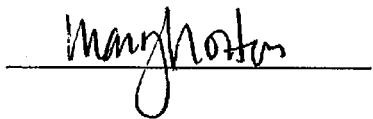
By:   
Name: Robert F. Myers  
Title: President

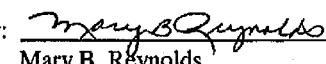
WITNESSES AS TO BOTH:

**MARSHALLS OF MA, INC.,**  
a Massachusetts corporation



By:   
Ann McCauley  
Secretary



By:   
Mary B. Reynolds  
Vice President/Treasurer

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**LANDLORD'S ACKNOWLEDGMENT**

STATE OF Ohio )  
 ) SS.  
CITY/COUNTY OF Hamilton )

The foregoing instrument was acknowledged before me this 11th day of April, 2014 by Robert F. Myers President on behalf of Cedar South Station Inc.



BETH HUNT  
Notary Public, State of Ohio  
My Commission Expires  
February 21, 2018

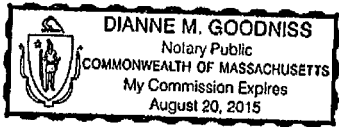
Beth Hunt  
Notary Public  
My Commission Expires: 2/21/18

**TENANT'S ACKNOWLEDGMENT**

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF MIDDLESEX )

On this 10th day of April, 2014, before me, the undersigned notary public, personally appeared Ann McCauley as Secretary and Mary B. Reynolds as Vice President/Treasurer, respectively, of MARSHALLS OF MA, 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 for its stated purpose.

Dianne M. Goodniss  
Notary Public  
My Commission Expires:



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## SCHEDULE A

The Demised Premises consist of a portion of a one-story building which contains approximately twenty seven thousand nine hundred fifty seven (27,957) square feet of ground floor area having a minimum frontage and width of approximately one hundred nine feet (109') 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. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the (a) non-exclusive right with other tenants in the Shopping Center to use the service drives and (b) the exclusive right to use an exterior loading area and trash storage area adjacent to the Demised Premises 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. For purposes of this lease, floor area shall be measured from the outside face of exterior walls and the center of interior partition walls. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the ground floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant pursuant to the lease shall be reduced proportionately and if the Demised Premises contains less than 24,000 square feet of ground 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 the Rental Floor Area (defined in Section 5.3). 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 Cedar South Shopping Center, located at the northeast corner of the intersection of Main Street (Highway 180) and Fir Street (herein collectively referred to as the "Main Streets") in Cedar City, County of Iron, 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:

See Legal Description on pages A-2 through A-3.

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Legal Description

Cedar South Shopping  
Center

**Real property in the City of Cedar, County of Iron, State of Utah, described as follows:**

Parcel 1:

Commencing 371.48 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 23, Township 36 South, Range 11 West, Salt Lake Base Meridian; thence North 0°16' West 324.92 feet, more or less, to the Southeasterly Right-of-Way line of State Route No. 130 (Old U.S. Highway 91, also known as South Main Street); thence North 45°37' East along the said Right-of-way a distance of 311.00 feet; thence South 44°23' East 173.10 feet; thence Southeasterly along the arc of a 382.5 foot radius curve to the right 21.40 feet (the Chord of which bears South 42°47' East 21.40 feet, said curve has a Delta Angle of 3°12'00"); thence North 45°37' East 114.10 feet to the Southwesterly line of Pine Street at a corner common to Lots 2 and 3, Block 4 of the original Plat of Valley View Subdivision; thence South 44°23' East 36.90 feet; thence Southeasterly along the arc of a 352.50 foot radius curve to the right 272.34 feet (the Chord of which bears South 22°15' East 265.61 feet, said curve has a Delta Angle of 44°16'00"); thence South 0°07' East 208.00 feet; thence South 89°44' West 564.73 feet to the point of Beginning.

Parcel 2:

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16'00" West, 150.00 feet; thence North 89°44'00" East, 285.23 feet; thence South 0°16'00" East, 26.52 feet; thence North 89°44'00" East, 75.00 feet; thence South 0°16'00" East, 170.49 feet (107.50 feet of record); thence South 89°15'30" West, 360.28 feet (360.37 feet of record); thence North 0°13'45" West (North 0°07'00" West record) 50.00 feet along the Section line to the point of beginning.

Parcel 2A:

A perpetual, nonexclusive easement for purposes of ingress and egress of vehicular and pedestrian traffic over and across the following described land (which said easement was provided to in that certain Warranty Deed recorded in Iron County, Utah on July 16, 1981 as Entry No. 228615 in Book 278 at Page 288): Commencing 150.00 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16' West 281.48 feet; thence North 89°44' East 30.00 feet; thence South 0°16' East 281.48 feet; thence South 89°44' West 30.00 feet to the beginning, as disclosed by instrument recorded August 29, 2001 as Entry No. 438138 in Book 763 at Pages 806-809, Official Iron County Records.

Also, all of the easements, rights, covenants, restrictions, and requirements which are appurtenances of and/or intended to benefit the Parcel (i.e., Parcel 1) in question and which are created or provided for in that certain "Covenants recorded in Iron County, Utah on July 16, 1981 as Entry No. 228617 in Book 278 at Page 298, as said instrument as heretofore been amended by that certain First Amendment thereto recorded on November 17, 1981 as Entry No. 231361 in Book 284 at Page 113 and by that certain Second

Amendment thereto, dated February 15, 1982, recorded on May 12, 1982 as Entry No. 235091 in Book 289 at Page 932, Official Iron County Records.

Parcel 3:

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, Cedar City, Utah; thence South 45°37'00" West, 114.10 feet along the Southeasterly line of said Lot 2; thence along the arc of a non-tangent curve to the left, having a radius of 382.50 feet, a distance of 21.40 feet (the chord of which bears North 42°47' West, 21.40 feet, said curve has a delta angle of 3°12'00"); thence North 44°23'00" West, 174.41 feet (173.10 feet record); thence North 45°37'00" East, 143.50 feet along the Southeasterly Right-of-Way line of Highway SR-130; thence South 44°23'00" East, 195.81 feet (194.50 feet record) along the center line of Pine Street; thence South 45°37'00" West, 30.00 feet to the point of Beginning.

Parcel 4:

Beginning at the Northeast Corner of W.H. Leigh Subdivision; said point also being located on the Southeasterly right of way of State Route No. 130 at a point North 0°16'00" West, 696.40 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°16'00" East, along the Subdivision boundary 222.13 feet to an intersection with Northeasterly right of way of Fir Street; thence following said right of way, Northwesterly around the arc of a curve to the left, the radius point of which is located South 89°44'00" West, 229.10 feet, a distance of 176.40 feet to an intersection with the Southeasterly right of way of State Route 130; thence along said right of way North 45°37'00" East, 90.00 feet to the point of beginning.

Parcel 5:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East, 100.00 feet along the Section line; thence South 89°42'00" West, 258.70 feet to a point on the Easterly line of Fir Street; thence along the Easterly line of Fir Street as follows: thence North 0°16'00" West, 40.61 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 168.00 feet, a distance of 134.54 feet; thence North 45°37'00" East, 247.50 feet; thence along the arc of a curve to the left, having a radius of 100.00 feet, a distance of 80.08 feet; thence departing said Fir Street, South 0°16'00" East, 304.80 feet to the point of beginning.

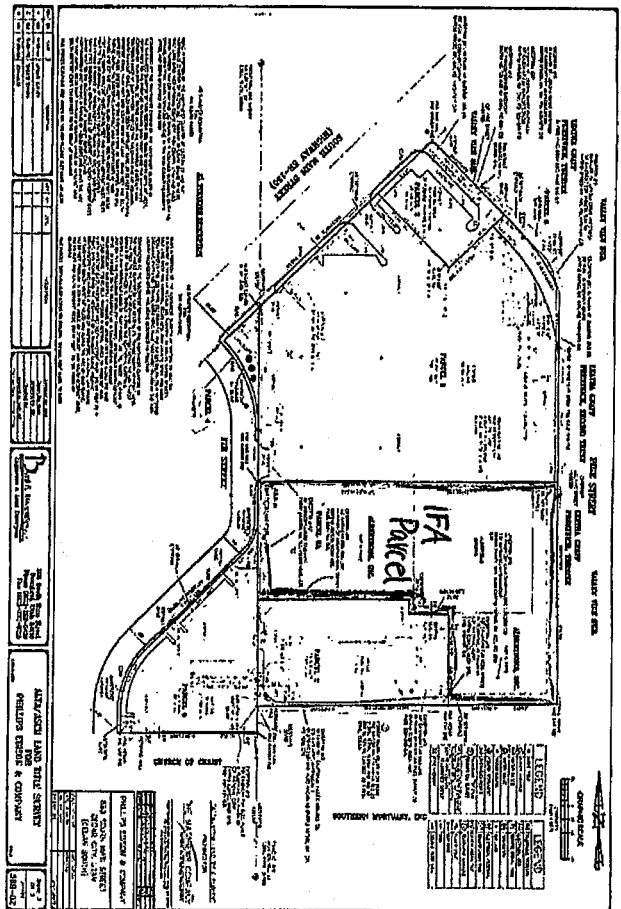
Parcel 6:

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, thence North 45°37'00" East, 30.00 feet; thence along the centerline of Pine Street as follows; thence South 44°23'00" East, 36.90 feet; thence along the arc of a curve to the right, having a radius of 382.50 feet, a distance of 143.01 feet; thence departing said street centerline South 0°07'00" East, 148.49 feet, to a point being North 0°07'00" West, 5.0 feet from the Northeast Corner of Lot 7, Block 4, Valley View Subdivision; thence along the arc of a curve to the left (Note: Radius point for said curve bears South 89°53'00" West, 352.50 feet) a distance of 272.34 feet; thence North 44°23'00" West 36.90 feet to the point of beginning.

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Lease Plan (p. 1 of 2)



Shopping Center  
(Parcel 1, 2, 3, 4, 5 and 6)  
= IF4 Parcel (Parcel 2A)

