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GARY W. DTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDAMERICA NATL COMMERCIAL SE
3350 RIVERWOOD PKWY SE #1895
ATLANTA GA 30339
BY: KCC, DEPUTY - WI 3 P.

MEMORANDUM OF LEASE

This Memorandum of Lease, dated the 3 day of January, 2002, is by and between Macerich South Towne Limited Partnership, a California limited partnership ("LANDLORD") and GMRI, Inc., a Florida corporation ("TENANT").

RECITALS:

A. On March 22, 2001, LANDLORD and TENANT entered into a written lease agreement ("LEASE") for certain premises situated in a shopping center commonly known as South Towne Center in the City of Sandy, County of Salt Lake, and State of Utah, which premises is shown on Exhibit B, page 1 of 3, of the LEASE (a copy of which is attached hereto) and more particularly described on the attached Exhibit "A" ("Premises"); and

B. The parties desire to place their interests in the LEASE as a matter of record.

NOW, THEREFORE, the parties represent as follows:

1. The term of the LEASE will be ten (10) Lease Years, as defined in the LEASE, commencing on the "Rent Commencement Date" as determined in accordance with the terms of the LEASE.

2. TENANT has the option to renew the LEASE for three (3) additional period(s) of five (5) Lease Years each.

3. In conjunction with such leasing, LANDLORD has granted TENANT certain easement rights over the property shown on the attached Exhibit "C" ("Center"), which rights include utility, access and parking easements over the Common Areas of the Center, as defined in the LEASE.

4. In conjunction with such leasing, LANDLORD has agreed not to make any change, alteration or addition to the area designated as the Protected Area or the Protected Parking area (as shown on Exhibit B, page 2 of 3 of the LEASE and Exhibit B, page 3 of 3 of the LEASE), which would adversely affect (a) Tenant's business being conducted in the Premises, or (b) the visibility of, access to, or parking for the Premises. Landlord shall not designate or reserve any portion of the Protected Area or Protected Parking area for the exclusive use of any Occupant of the Center or any other person.

LANDLORD and TENANT have signed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

MACERICH SOUTH TOWNE LIMITED PARTNERSHIP,
a California limited partnership

WITNESSES:

Karen L. Howard
Printed Name: KAREN L. HOWARD

By: Macerich South Towne GP Corp.,
a Delaware corporation,
its general partner

Wilma A. Dennis
Printed Name: WILMA A. DENNIS

By: [Signature]
Its: Vice Chairman of the Board

TENANT:

GMRI, INC.
a Florida corporation

WITNESSES:

Kim Spellman
Printed Name: Kim Spellman

By: [Signature]
Name: Michael K. Ellis
Its: Senior Vice President

Fran Erich
Printed Name: FRAN ERICH

By: [Signature]
Name: [Signature]
Its: [Signature]

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STATE OF CALIFORNIA)
COUNTY OF Los Angeles

The foregoing document was acknowledged before me this 18th day of September, 2001, by Dana Anderson the VICE CHAIRMAN of Macerich South Towne GP Corp., a Delaware corporation, as general partner of Macerich South Towne Limited Partnership, a California limited partnership, on behalf of the partnership, who is personally known to me.



Kristen Mc Cormick
Notary Public, State of California
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing document was acknowledged before me this 31st day of January, 2002 by Michael K. Ellis, the Senior Vice President of GMRI, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.



Kimberly A. Spellman
MY COMMISSION # CC802980 EXPIRES
January 19, 2003
BONDED THROUGH F&M INSURANCE, INC.

Kimberly A. Spellman
Notary Public, State of Florida
My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

BEGINNING at a point 29.50 feet perpendicularly distant westerly from the east line of Lot 1, South Towne Center Mall Subdivision, Part of the Southeast Quarter of 13, Township 3 South, Range 1 West and Part of the Southwest Quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being North 00°01'50" West 327.81 feet along the monument line of State Street and South 89°58'10" West 86.00 feet from the street monument found at the intersection of said State Street with 10600 South Street, thence North 00°01'50" West 135.00 feet parallel to said east line to a point 75.00 feet perpendicularly distant southerly of the boundary of said Lot 1; thence South 89°01'10" West 115.00 feet parallel to said boundary; thence South 00°01'50" East 125.00 feet; thence North 89°58'10" East 75.00 feet; thence South 74°55'31" East 31.06 feet; thence North 89°58'10" East 10.00 feet to the POINT OF BEGINNING.

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