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12/29/2020 2:13:00 PM \$40.00
Book - 11089 Pg - 9257-9262
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE CO TX
BY: eCASH, DEPUTY - EF 6 P.

52-746834-2

DEC - 7 2020

WHEN RECORDED RETURN BY MAIL TO:

First American Title Company
National Commercial Services
1790 Hughes Landing Blvd., Suite 110
The Woodlands, Texas 77380
ATTN: Sharon P. Mork
Vice President/Manager
Sr. Commercial Escrow Officer

THIS DOCUMENT PREPARED BY:

Julien Kern, Esq.
Starbucks Coffee Company
2401 Utah Avenue So., #800
Mail Stop: S-LA3
Seattle, WA 98134
Store: 126th & Park
Riverton, UT
#61112

APN: 27341010200000

MEMORANDUM OF LEASE

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE INS. CO.
AS A COURTESY WITH NO LIABILITY

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MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between **C&NWH, LLC**, a Utah limited liability company ("Landlord") having its principal place of business at 1835 South Highway 89, Perry, Utah 84302 and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of October 29, 2020 (the "Lease").

1. The Lease covers certain commercial property located at approximately 2053 W. 12600 South, Riverton, Utah consisting of approximately 2,200 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of the Property on which the Premises is located is attached hereto and incorporated herein by this reference.
2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "Initial Term").
3. The Lease grants to Tenant the right to renew the Initial Term for up to four (4) consecutive five (5) year period(s) (the "Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.
4. Landlord is obligated to pay Tenant an improvement allowance in amount specified in Section 4.4 of the Lease.
5. Tenant may use and occupy the Leased Premises for any lawful retail or restaurant use, including the sale of beer and wine.
6. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.
7. The Lease grants to Tenant the exclusive right to sell on the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages.

8. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 29th day of October, 2020

LANDLORD:

C&NWH, LLC,
a Utah limited liability company
By: *Dee R. Hansen*
Name: Dee R. Hansen
Title: manager

ACKNOWLEDGEMENT OF LANDLORD

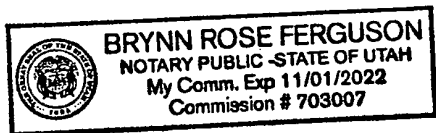
STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On the 29th day of October, in the year 2020, before me, the undersigned, personally appeared Dee R. Hansen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as Manager of **C&NWH, LLC**, a Utah limited liability company and that by his/her signature executed the instrument on behalf of said limited liability company.

[Handwritten Signature]

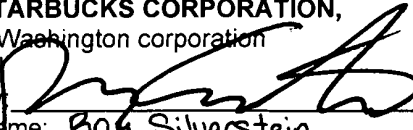
Notary Public for the State of Utah
Commission expires: 11/01/2022

Notarial Stamp/Seal



TENANT:

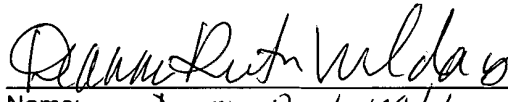
STARBUCKS CORPORATION,
a Washington corporation

By: 
Name: Ray Silverstein
Title: vice president

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on 27 October 2020 by Ray Silverstein
as vice president of **STARBUCKS CORPORATION**, a Washington
corporation.


Name: Deanna Ruth Wilday
NOTARY PUBLIC, State of Washington
My appointment expires 2/28/21

Notarial Stamp/Seal

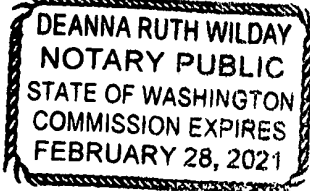


EXHIBIT A

Legal Description

[Tax Parcel Number: 27-34-102-030]

Lot 1A, PARK AVENUE RETAIL PLAT 1 AMENDED, according to the official plat thereof, filed for record February 12, 2018 as Entry No. 12714215 in Book 2018P at Page 110, official records.