

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 7 day of August, 2013, by and between PRP INVESTORS HERRIMAN, LLC, a California limited liability company, with its principal place of business at 417 29<sup>th</sup> Street, Newport Beach, California 92663 ("Landlord"), and UTAH CVS PHARMACY, L.L.C., a Utah limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

Landlord and Tenant have entered into that certain Ground Lease (the "Lease") dated December 28, 2012 with respect to all that certain parcel of land situated at the Northeast corner of Monarch Meadows and 13400 South Street in the Municipality of Herriman, County of Weber, State of Utah, and more particularly described in the legal description set forth in **Exhibit A** attached hereto, together with any and all appurtenances, rights, privileges, entitlements, and easements benefiting, belonging or pertaining thereto and existing improvements, but specifically excluding any underground storage tanks and any Hazardous Substances (as hereinafter defined) which were released into, became a part of, or were located upon the Premises prior to the Commencement Date (as defined in the Lease) (all the foregoing hereinafter referred to as the "Premises"). The Premises is depicted on **Exhibit A-1** attached hereto.

The term of the Lease shall commence on the date on which Landlord delivers possession of the Premises to Tenant in the manner and condition provided in the Lease and Tenant accepts possession in accordance with the terms and conditions of the Lease and shall expire twenty-five (25) years from the "Date of Rent Commencement" (as defined in the Lease) plus any months and days necessary to have the term expire on the next January 31st, all subject to all terms and conditions of the Lease. The Lease provides for eight (8) extension terms of five (5) years each.

The Lease includes the following provisions:

(a) The Premises may be used for a retail drug store and related uses, including, without limitation, for an ancillary medical clinic, and/or for any other lawful retail purposes.

(b) (i) If Landlord, or any of Landlord's Affiliates, hold or acquire any interest in any land within a one (1) mile radius to the Premises or at the same intersection as the Premises, in the event that the Premises is located at an intersection, (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents), during the Term, Landlord agrees that (unless any premises on said land are already so leased and/or used) Landlord shall not allow any of the premises on such land to be leased or to be used for the purpose of a health and beauty aids store, a greeting card and gift store, a store offering one-hour or other on-site photo processing including, without limitation, digital photo processing, a candy store, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Neither Landlord, nor any of Landlord's Affiliates shall sell or transfer any interest in such real estate, if the intended use after such sale would violate this Section.

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(ii) As used in this Lease: the term “pharmacy prescription department” shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners, or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer, or entities such as clinics, dispensaries, or health maintenance organizations, where such dispensing is for a fee or a profit. A “pharmacy prescription department” shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners or entities such as clinics or health maintenance organizations.

(iii) A “health and beauty aids store” shall mean a store which devotes more than the lesser of (A) five percent (5%) or (B) two hundred fifty (250) square feet of its retail selling space to the display and sale of health and beauty aids, but shall not include a hair or nail salon.

(iv) A “retail health center” shall include such operations as a “Minute Clinic” or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately owned and operated, are not located inside any retail store or establishment, and otherwise comply with the other requirements of this Section.

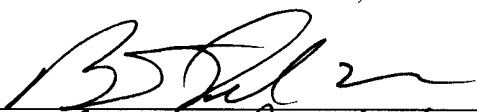
In the event of any conflicts between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail. This Memorandum is not intended to expand the rights of the parties under the Lease. The other provisions set forth in the Lease are hereby incorporated by reference into this Memorandum of Lease. Capitalized terms used herein without definition but defined in the Lease shall have the meanings set forth therein.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the day and year first above written.

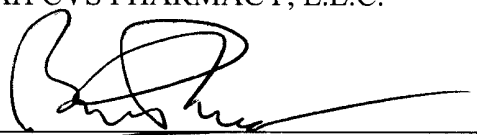
**LANDLORD**  
PRP INVESTORS HERRIMAN, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: Brett DeValley  
Title: member

**TENANT**  
UTAH CVS PHARMACY, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: Brandon L. Pham  
Title: Assistant Secretary

CVS LEGAL APPROVAL:  
Jennifer Sacco Smith, Esq.

**ACKNOWLEDGEMENT**

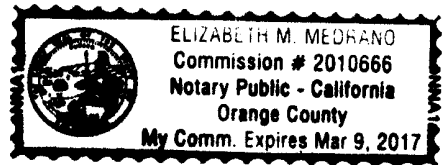
STATE OF CALIFORNIA       )  
  ) **SS:**  
COUNTY OF ORANGE        )

On August 14, 2013, before me, Elizabeth M. Medrano, Notary Public, personally appeared Brandon L. Pham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth M. Medrano (Seal)



State of California )  
County of Orange )

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

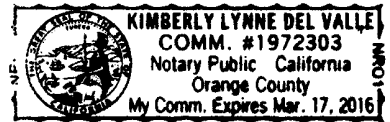
On 8/8/2013 before me, Kimberly Lynne Del Valle,  
(here insert name and title of the officer)

personally appeared Brett Del Valle

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kimberly Lynne Del Valle

(Seal)

#### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**EXHIBIT A**

**REAL ESTATE DESCRIPTION**

Lot 2A, "Herriman Towne Center Market Place Lot 2 Amended and Extended", according to the official plat thereof, recorded August 7, 2013 as Entry No. 11700605 in Book 2013P at Page 153, Official Records.

Tax ID No. 26-36-476-001 and Part of Tax ID No. 26-36-400-055

# EXHIBIT A-1

## SITE PLAN

