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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 8 P.

Prepared by and when recorded return to:

Jennifer Sacco Smith, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo PC
One Financial Center
Boston, MA 02111

APNs: 20-01-101-038
F-87499

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 7th day of January, 2015, by and between Dee R. Hansen and Adrienne Hansen, individuals with an address of 5445 South Highland Drive, Salt Lake City, Utah 84117 ("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 entered into that certain Ground Lease (the "Lease") dated August 17, 2015, with respect to all that certain parcel of land, consisting of approximately 1.81 acres, situated at the southeast corner of 4100 South and 5600 West in the Municipality of West Valley City, County of Salt Lake, State of Utah, and more particularly described in the legal description set forth in Exhibit A 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 Term of the Lease shall commence on the date on which the Premises are delivered to Tenant in the manner and condition provided in 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. The Lease provides for eight (8) extension terms of five (5) years each.

The Lease includes the following provisions:

(a) (i) If Landlord, or any of Landlord's Affiliates, hold or acquire any interest in any land immediately adjacent 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, the sale of alcoholic beverages, including, without limitation, beer, wine and distilled spirits, for off-premises consumption, 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.

(b) (i) As used in the 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.

(ii) A "health and beauty aids store" shall mean a store which devotes more than five percent (5%) of its retail selling space to the display and sale of health and beauty aids.

(iii) 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.

The Lease contains a right of first refusal if Landlord should at any time during the Term of the Lease receive a bona fide offer to purchase all or any portion of the Premises from a third party and Landlord desires to accept such offer.

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.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

Executed this 7th day of January, 2015.2016

LANDLORD



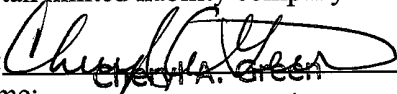
Dee R. Hansen



Adrienne Hansen

TENANT

Utah CVS Pharmacy, L.L.C.,
a Utah limited liability company

By: 
Name: Cheryl A. Green
Title: Assistant Secretary

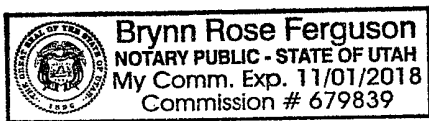
CVS Legal Approval: Jennifer Sacco Smith
Mintz Levin

STATE OF Utah)

COUNTY OF Salt Lake)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dee R. Hansen, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 7th day of January, 2015. 2016



[Signature]
Notary Public

AFFIX SEAL

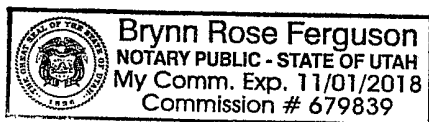
My commission expires: 11/1/18

STATE OF Utah)

COUNTY OF Salt Lake)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Adrienne Hansen, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 7th day of January, 2015. 2016



[Signature]
Notary Public

AFFIX SEAL

My commission expires: 11/1/18

STATE OF Rhode Island)
COUNTY OF Providence)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHEYL A. GREEN, ASSISTANT SECRETARY of Utah CVS Pharmacy, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, ~~he~~/she executed the same as ~~his~~/her free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 3 day of February, 2015.



Mary Alice Kleiber
Notary Public

Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2016

My commission expires: _____

EXHIBIT A

REAL ESTATE DESCRIPTION

A parcel of land situate in the Northwest quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of 4100 South Street as defined by UDOT Project S-0085(5)0, being South 89°46'16" East 120.39 feet along section line and South 77.50 feet from the Northwest corner of said Section 1; thence along said Southerly right of way line South 89°46'16" East 267.99 feet; thence South 00°58'28" East 80.84 feet; thence South 00°07'49" West 197.54 feet; thence North 82°46'16" West 7.88 feet; thence North 00°13'44" East 0.28 feet; thence North 82°46'43" West 78.43 feet; thence North 82°46'40" West 95.68 feet; thence North 83°00'00" West 110.09 feet; thence North 60°00'00" West 17.64 feet to a point on the Easterly right of way line of 5600 West Street as defined by said UDOT project; thence along said Easterly right of way line the following four (4) courses and distances: (1) North 00°07'42" West 17.74 feet; (2) South 89°44'58" West 2.00 feet; (3) North 00°07'42" West 175.99 feet; (4) North 43°45'30" East 55.83 feet to the point of beginning.

CVS pharmacy NORRIS DRUG LEFT CHARTER DRIVE-THRU STORE NUMBER: 10424 4000 WEST 542ND ST, SUITE 100 WEST VALLEY CITY, UT 84119 CS PROJECT NUMBER: 65267	CIVIL ENGINEER P S O M A S 273 E. 1000 S. SUITE 100 WEST VALLEY CITY, UT 84119 (801) 336-1100 (801) 336-1100 fax
	CONSULTANT: DEVELOPER: HENNINGSON ASSOCIATES 200 WEST 1000 S. SUITE 100 WEST VALLEY CITY, UT 84119 (801) 336-1100 (801) 336-1100 fax
SEAL: LICENSE: DATE: APR 23, 2012 EXP. DATE: 03-20-15 TITLE: WEST 542ND ST SR-1 2 OF 2 NOT VALID FOR REPRODUCTION	12,800 TYPE A 60 SPACES 100' x 110' x 10' 100' x 110' x 10'

