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10/6/2016 3:54:00 PM \$26.00
Book - 10485 Pg - 3932-3937
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE CO TX
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN 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
746834-D

THIS DOCUMENT WAS PREPARED BY:

Jill Casson Owen, Esq.
Snell & Wilmer L.L.P.
One South Church Avenue
Suite 1500
Tucson, Arizona 85701-1621
Business: 520.882.1242

On behalf of:

Starbucks Coffee Company
2401 Utah Avenue So.
Suite 800, Mail Stop: S-LA3
Seattle, WA 98134
Store: 47th & Bangerter
Taylorsville, UT
27775

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between Ming Yang Lee, aka Jack Lee ("Landlord"), having its principal place of business at 11855 Goshen Avenue, #103, Los Angeles, CA 90049, 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 July 23, 2016 ("Lease").

1. The Lease covers certain commercial property in a shopping center generally located on the southeast corner of 4700 S and 4000 W, consisting of approximately 2,200 square feet of Gross Leasable Area ("Premises") all as more particularly described in the Lease. The legal description of the Shopping Center and the Property on which the Premises is located is attached hereto as Exhibit A 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 ("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) ("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. Tenant may use and occupy the Premises and drive-through lane and outdoor seating area for any lawful retail or restaurant use, including, without limitation, the sale of beer and wine which does not conflict with any written exclusive use presently granted to another tenant in the Shopping Center.

5. The Lease grants to Tenant the exclusive right to sell in the Shopping Center (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 including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice, and/or fruit.

Any existing tenant in the Shopping Center with a lease which predates February 26, 2016 whose lease allows it to sell any of the foregoing products, shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing tenant is permitted by its lease to sell any of Tenant's exclusive use items.

Anchor tenants occupying at least fifteen thousand (15,000) contiguous square feet operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet operating under a single trade name shall not be subject to Tenant's exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum contiguous square footage, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, or otherwise advertises, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.

Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only.

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. 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 PAGES]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 23 day
of July, 2016.

LANDLORD:

SEE ATTACHED
NOTARIZED CERTIFICATE

INITIAL AA

PZ AKA M J Z
MING YANG LEE aka Jack Lee

ACKNOWLEDGEMENT OF LANDLORD

STATE OF UTAH)
COUNTY OF _____) SS.:

On the _____ day of _____, 2016, before me, the undersigned, personally appeared
Ming Yang Lee aka Jack Lee 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 Memorandum of Lease

Print Name:
Notary Public for the State of Utah
My commission expires: _____
Seal or Stamp:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

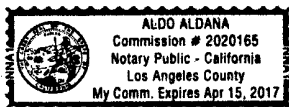
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On July 23, 2016 before me, Aldo Aldana, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Ming Yang Lee
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: *Sophie Hager Hume*
Name: **Sophie Hager Hume**
Title: **Vice President**

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) SS.:
COUNTY OF KING)

On the 13th day of July, in the year 2016, before me, the undersigned, personally appeared Sophie Hager Hume, 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 instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President of Starbucks Corporation, and that by his/her signature executed this Memorandum of Lease on behalf of Starbucks Corporation.



Kerry Kathleen Prather
Print Name: Kerry Kathleen Prather
Notary Public for the State of Washington
My commission expires: 11/29/2016
Seal or Stamp:

EXHIBIT A TO MEMORANDUM OF LEASE

Legal Description of the Property

That certain tract of land situated in the County of Salt Lake, State of Utah, and more particularly described as follows:

21081010210000

Legal Description:

BEG N 89°58'12" E 204.5 FT & S 0°01'48" E 53 FT FR NW COR SEC 8, T 2S, R 1W, SLM; N 89°58'12" E 374.5 FT; S 0°10'20" E 892.07 FT; N 47°50'38" W 266.92 FT; N 42°45'38" W 417.9 FT; N 49°48'20" W 132.33 FT; N 9°48' E 114.74 FT M OR L; N'LY ALG CURVE TO L 57.98 FT M OR L; N 89°58'12" E 177.33 FT; N 0°01'48" W 150 FT TO BEG. EXCEPT BEG N 89°58'12" E 296.5 FT & S 0°01'48" E 63 FT FR NW COR SD SEC 8; S 0°01'48" E 74 FT; S 89°58'12" W 13 FT; S 0°01'48" E 22 FT; N 89°58'12" E 13 FT; S 0°01'48" E 54 FT; N 89°58'12" E 33 FT; N 31°23'58" E 99.72 FT; N 0°01'48" W 65 FT; S 89°58'12" W 85 FT TO BEG. 7.08 AC M OR L. 6581-2416,2418

21081010030000

Legal Description:

BEG E 676.5 FT; S 53.886 FT FR NW COR SEC 8, T 2S, R 1W, SLM; S 381.714 FT; W 100 FT; N 382.6 FT; E 85.812 FT; S 86°43'18" E 14.211 FT M OR L TO BEG. 0.88 AC M OR L. 6059-1000, 1003 4487-171

21081010060000

Legal Description:

COM 676.5 FT E & 435.6 FT S FR NW COR SEC 8 T 2S R 1W SL MERS 534.4 FT TO N LINE OF SALT LAKE & UTAH CANAL NW'LY ALG SD CANAL 138 FT N 441.6 FT E 100 FT TO BEG 1.1 AC 6059-1000

21081010140000

Legal Description:

BEG N 89°58'12" E 800.93 FT & S 0°01'48" E 60.74 FT FR NW COR SEC 8, T 2S, R 1W, SLM; S 0°04'02" W 311.76 FT; N 89°53'09" W 119.26 FT; N 318.76 FT; S 86°43'18" E 119.849 FT TO BEG. 0.86 AC M OR L. 6059-1000, 1003 5914-1757

21081010190000

Legal Description:

BEG N 89°58'12" E 801.02 FT & S 0°04'02" W 372.5 FT FR NW COR SEC 8, T 2S, R 1W, SLM; S 0°04'02" W 176.01 FT; N 89°53'09" W 123.59 FT; N 0°01'48" W 176.01 FT; S 89°53'09" E 123.89 FT TO BEG. 0.50 AC M OR L.

21081010150000

Legal Description:

BEG N 89°58'12" E 204.5 FT & S 0°01'48" E 53 FT FR NW COR SEC 8, T 2S, R 1W, SLM; S 0°01'48" E 150 FT; S 89°58'12" W 177.33 FT; N'LY ALG CURVE TO L 150.57 FT; N 89°58'12" E 165.14 FT TO BEG. 0.59 AC M OR L

21081010160000

Legal Description:

BEG N 89°58'12" E 296.5 FT & S 0°01'48" E 63 FT FR NW COR SEC 8, T 2S, R 1W, SLM; S 0°01'48" E 74 FT; S 89°58'12" W 13 FT; S 0°01'48" E 22 FT; N 89°58'12" E 13 FT; S 0°01'48" E 54 FT; N 89°58'12" E 33 FT; N 31°23'58" E 99.72 FT; N 0°01'48" W 65 FT; S 89°58'12" W 85 FT TO BEG. 0.25 AC M OR L.