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ADAM GARDINER
Recorder, Salt Lake County, UT
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South Jordan, Utah
Daybreak Parkway
L/C: 043-0313
File #45764

Prepared by: Lorraine V. Fortelka
After recording, return to: Ana Maria Guedea
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is dated April 3, 2018, between **DB TRAIL CROSSING, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Landlord**") whose address is 1178 Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014, and **McDONALD'S USA, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Tenant**") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523 until May 23, 2018. Effective May 24, 2018, the principal place of business will be 110 N. Carpenter St, Chicago, IL 60607-2101.

Landlord and Tenant have entered into that certain Ground Lease dated November 17, 2017, as amended from time to time (the "**Lease**"), pursuant to which Landlord leases to Tenant the parcel of land located in the City of South Jordan, County of Salt Lake, State of Utah, as more particularly described on Exhibit A attached (the "**Leased Space**"), together with the improvements, easements and appurtenances described in the Lease and this Memorandum (the Leased Space, together with the improvements, easements and appurtenances described above are collectively referred to as the "**Premises**"). Any defined terms (denoted by their initial capitalization) used in this Memorandum will have the same meaning and definition as set forth in the Lease.

1. **TERM:** To have and to hold for a term commencing on November 22, 2017, and ending 20 years from the date when Tenant opens for business in the Leased Space.
2. **OPTION TO EXTEND:** The term of the Lease will be automatically extended for four (4) successive periods of five (5) years each aggregating twenty (20) years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any Option Period.
3. **SIGN EASEMENTS:** Landlord grants and conveys to Tenant, a non-exclusive easement appurtenant to the Leased Space for the purposes of installing, repairing, replacing and renewing sign panels on both sides of Landlord's shopping center sign located on the Mountain View Corridor area as shown further in the Lease, including related utilities. Landlord also grants Tenant the right of ingress and egress across the Shopping Center for any purpose stated in this grant and Tenant will exercise such ingress and egress rights in a reasonable manner.

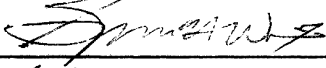
Landlord grants and conveys to Tenant, a non-exclusive easement appurtenant to the Leased Space for the purposes of installing, repairing, replacing and renewing sign panels on both sides of the shared monument sign located on Daybreak Parkway as shown further in the Lease, including related utilities. Landlord also grants Tenant the

right of ingress and egress across the Shopping Center for any purpose stated in this grant and Tenant will exercise such ingress and egress rights in a reasonable manner.

4. **MEMORANDUM:** All the obligations and rights of Landlord and Tenant are set forth in the Lease. This document is a memorandum of the Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this document, the terms of the Lease will prevail. This Memorandum is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their consent to this Memorandum, the parties, or their authorized representatives or employees have signed this document.

LANDLORD:
DB TRAIL CROSSING, LLC
a Delaware limited liability company

By: 
Its: Manson

TENANT:
McDONALD'S USA, LLC
a Delaware limited company

By: 
Its: Senior Counsel 

(Attach Acknowledgment of Signatures and Exhibit)

ACKNOWLEDGMENT – McDONALD'S
(No Attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Erica Searcy, a Notary Public in and for the county and state set forth above, CERTIFY that Lozdrave Forteska, as Senior Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 31st day of May, 2018.

Erica Searcy
Notary Public

My commission expires 6/24/19.



ACKNOWLEDGMENT – CORPORATE

STATE OF Utah)
) SS:
COUNTY OF Davis)

I, Julie B. Boyle, a Notary Public in and for the county and state set forth above, CERTIFY that Spencer A. Wright, as Manager of DB Trail Crossing, a(n) LLC corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 21 day of May, 2018.

Julie B. Boyle
Notary Public

My commission expires 10-14-2019.

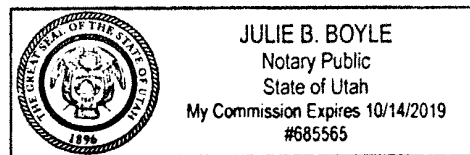


EXHIBIT "A"

BOUNDARY DESCRIPTION:

A parcel of land located in Lot C-105, Kennecott Daybreak Village 7A Plat 1 Subdivision, a part of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of Lot C-105, Kennecott Daybreak Village 7A Plat 1 Subdivision, said point being South 89°58'44" East 1,068.53 feet along the south line of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 00°18'17" East 168.58 feet from the Southwest Corner of said Section 24, and thence North 31°44'29" West 233.24 to the north line of said Lot C-105 and a point on the arc of a 715.00 foot non-tangent curve to the left; thence along the boundary of said Lot C-105 the following five courses: 1) Northeasterly 169.08 feet along the arc of said curve through a central angle of 13°32'55" and a long chord of North 59°12'14" East 168.58 feet, 2) North 53°27'06" East 2.00 feet, 3) South 36°32'54" East 230.08 feet, 4) South 53°27'18" West 25.59 feet to a point of tangency of a 928.50 foot radius curve to the right and 5) Southwesterly 164.65 feet along the arc of said curve through a central angle of 10°09'36" and a long chord of South 56°32'03" West 164.43 feet to the POINT OF BEGINNING. Said parcel contains 41,694 square feet or 0.96 acres, more or less.

Date: September 29, 2017



Mark M. Gregory
P.L.S. No. 334576

TAX ID No. 26-24-353-006