

WHEN RECORDED RETURN BY MAIL TO:

Fidelity National Title
National Commercial Services
600 University Street, Suite 2424
Seattle, WA 98101
Attn: Kaley Bartel or James Brooks
Assistant National Title Coordinator

THIS DOCUMENT PREPARED BY:

Eva La
Snell & Wilmer LLP
1200 Seventeenth Street, Suite 1900
Denver, CO 80202-5854

On Behalf of:

Starbucks Corporation
Attn: Financial Lease Admin. MS-RE-3
RE: Starbucks Coffee Company Store #69811

2401 Utah Avenue South, Suite 800
Seattle, Washington 98134
Email: FinancialLeaseAdmi@Starbucks.com

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is entered into by and between **Lehi Block Retail 1, L.C.**, a Utah limited liability company ("**Landlord**") having its principal place of business at 201 S. Main St., #2000, Salt Lake City, Utah 84111, 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 January 8, 2024 ("**Lease**").

1. The Lease covers certain commercial property located at 2255 N 1200 West Street, Lehi, Utah 84043, consisting of approximately 2,262 square feet of Gross Leasable Area ("**Premises**") all as more particularly described in the Lease. The legal description of the property on which the Premises are located ("**Property**") 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 ("**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. Landlord is obligated to pay Tenant an improvement allowance in amount specified in Section 4.4 of the Lease.

5. Tenant may exclusively use and occupy the Premises and Drive-Through Facility and Outdoor Seating Area for any lawful retail or restaurant use, including the sale of beer and wine, subject to the Permitted Encumbrances as set forth in the Lease.

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. Landlord shall not lease to any other tenant nor use or allow any other person or entity (except Tenant and its Permitted Transferees) to use any portion of the Property for or in support of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages.

8. This Memorandum may be signed in two (2) 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 8th day of January, 2024.

LANDLORD:

LEHI BLOCK RETAIL 1, L.C., a Utah limited liability company

By: KC Gardner Company, L.C., a Utah limited liability company
Its: Manager

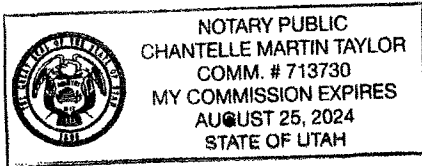
By: [Signature]
Name: Kem C Gardner
Title: Manager

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 8th day of January, 2024 before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Kem C Gardner, to me known as, or providing satisfactory evidence that he/she is the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of Lehi Block Retail 1, L.C., a Utah limited liability company, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

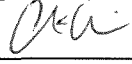
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



[Signature]
NOTARY PUBLIC in and for the State of Utah residing at Utah County
My commission expires 08-25-2024
Print Name: Chantelle Martin Taylor

TENANT:

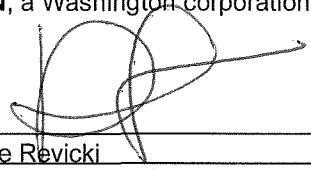
STARBUCKS CORPORATION,
a Washington corporation

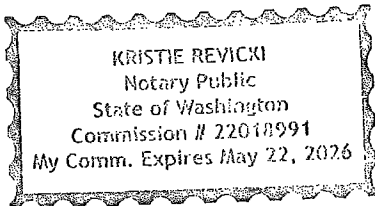
By: 
Name: Chris Milne
Title: vice president

TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on 12/28/2023 by Chris Milne as
vice president of **STARBUCKS CORPORATION**, a Washington corporation.


Name: Kristie Revicki
NOTARY PUBLIC, State of Washington
My appointment expires May 22, 2026



Notarial Stamp/Seal

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PROPERTY

Tax Parcel Number: 45-703-0007

That certain tract of land situated in the County of Utah, State of Utah, and more particularly described below.

LOT 7, LEHI BLOCK PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED MARCH 12, 2020 AS ENTRY NO. 31840:2020, IN THE OFFICE OF THE UTAH COUNTY RECORDER.