

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Christopher R. DeAgazio, Esq.
Law Offices of Christopher R. DeAgazio, PC
8 Cedar Street, Suite 45
Woburn, MA 01801

ENT 98789:2017 PG 1 of 5
Jeffery Smith
Utah County Recorder
2017 Oct 06 09:22 AM FEE 18.00 BY DA
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

STATE OF UTAH §
 § ss.
COUNTY OF UTAH §

MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between Sand Pharmacy American Fork 10577 LLC, a Delaware limited liability company ("Landlord"), and Utah CVS Pharmacy, L.L.C., a Utah limited liability company ("Tenant"). For good and valuable consideration, Landlord has demised and let to Tenant, and Tenant has taken and leased from Landlord the premises herein described for the term herein stated, for the rent and upon the terms and conditions of that certain Lease by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Lease") upon the following terms:

Landlord: Sand Pharmacy American Fork 10577 LLC
10689 North Pennsylvania Street, Suite 100
Indianapolis, IN 46280
Attn: Jay D. Stein

Tenant: Utah CVS Pharmacy, L.L.C.
c/o CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attn: Property Admin. Dept. - Store No. 10577

Date of Lease: Dated as of September 27, 2017

Copies of the Lease are on file in the offices of Landlord and Tenant.

Description of Leased Premises: See Exhibit A attached hereto

Date of Commencement of Term: September 27, 2017

Date of Expiration of Term: January 31, 2043

Renewal Options: Tenant has options for up to ten (10) Extension Periods of five (5) years each, as provided in the Lease.

Right of First Refusal: Tenant may exercise a right of first refusal during any Extension Period, as provided in the Lease.

Other than the Right of First Refusal, the Lease does not provide an option for Tenant to purchase the Leased Premises. The Lease does not provide for the right of Tenant to expand the Leased Premises.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Leased Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Leased Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way amending, modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease under seal as of September 27, 2017.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of September 17, 2017.

Between:

Sand Pharmacy American Fork 10577 LLC, Landlord

and

Utah CVS Pharmacy, L.L.C., Tenant

Premises:

CVS Store No. 10577

Location: American Fork, UT

LANDLORD

Sand Pharmacy American Fork 10577 LLC,
a Delaware limited liability company



By: _____

Name: Jay D. Stein

Title: Co-Chief Operating Officer

State of Arizona

§
§
§

ss.

County of Maricopa

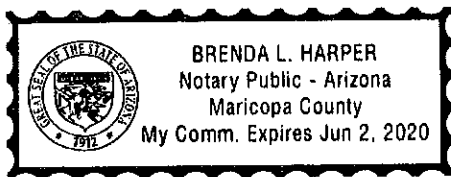
I, Brenda L Harper, a notary public in and for said county in said state, hereby certify that Jay D. Stein, as a Co-Chief Operating Officer of Sand Pharmacy American Fork 10577 LLC, a Delaware limited liability company, who is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 11 day of September, 2017

Brenda L Harper
Notary Public

(Notary Seal)

My Commission Expires: _____



TENANTS'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of September 27, 2017.

Between:

Sand Pharmacy American Fork 10577 LLC, Landlord

and

Utah CVS Pharmacy, L.L.C., Tenant

Premises:

CVS Store No. 10577

Location: American Fork, UT

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

By: [Signature]
Robert T. Marcello, Senior Vice President

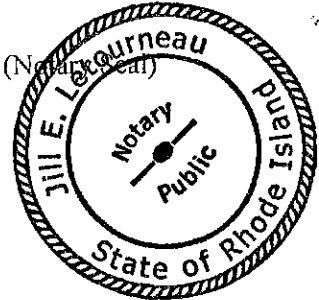
STATE OF RHODE ISLAND §
 § ss.
COUNTY OF PROVIDENCE §

I, Jill E. Letourneau, a notary public in and for said county in said state, hereby certify that Robert T. Marcello, whose name as the Senior Vice President of Utah CVS Pharmacy, L.L.C., a Utah limited liability company, 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 such instrument, he, as such officer and with full authority, execute the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18 day of September, 2017

[Signature]
Notary Public

My Commission Expires: _____
JILL E. LETOURNEAU
Notary Public
State of Rhode Island
My Commission Expires September 10, 2018



CVS 10577
American Fork, UT

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is located in the City of American Fork, County of Utah, State of Utah, more particularly described as follows:

Lot 1, CVS AMERICAN FORK PLAZA SUBDIVISION NO. 2, according to the official plat thereof on file and of record in the office of the Utah County Recorder, recorded June 9, 2015 as Entry No. 5023:2015.

TOGETHER WITH all rights and easements as contained in the Declaration of Easements and Restrictions recorded September 16, 2016 Entry No.: 90704:2016.

Tax ID No. 65:483:0001