

Farmington, Utah  
NEC Station Parkway & Grand Ave.  
LC 043-0293  
F-83865D  
TAX ID No. 08-486-0103

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 June 24, 2015, between **FARMINGTON SQUARE, LLC**, a Utah limited liability company (together with its successors and assigns, "**Landlord**") whose address is Farmington Square, LLC, 1200 West Red Barn Lane, Farmington, Utah 84025, attention Scott Harwood and Richard A. Haws 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.

Landlord and Tenant have entered into that certain Ground Lease dated September 26, 2012, as amended by that letter agreement dated December 19, 2012, and that First Amendment to Lease dated December 26, 2014, and as may be further amended from time to time (the "**Lease**"), pursuant to which Landlord leases to Tenant the parcel of land located in the City of Farmington, County of Davis, 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 September 26, 2012, 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 eight (8) successive periods of five (5) years each aggregating forty (40) years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any Option Period.
3. **TRASH CORRAL AND ACCESS EASEMENTS:** Landlord grants and conveys to Tenant an exclusive easement, appurtenant to the Leased Space, for the placement, maintenance, use, repair and replacement of a trash corral and dumpster(s) in the location legally described and depicted on Exhibit B, labeled "Trash Corral." Landlord further grant and conveys a non-exclusive easement for access to the Trash Corral by Tenant and its employees, licensees, contractors, and agents over the common drives within the Park Land Commons Subdivision.
4. **PERMANENT EASEMENT RIGHTS AND OTHER RIGHTS AND OBLIGATIONS:** During the term of the Lease the rights and easements contained in this

Memorandum will run with the land and inure to, and be for the benefit of, Tenant, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, suppliers, and business invitees of such persons and such rights and easements will burden the Shopping Center.

5. **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:**  
**FARMINGTON SQUARE, LLC**  
a Utah limited liability company

By:   
Its: Manager

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Attach Acknowledgment of Signatures and Exhibit)

**ACKNOWLEDGMENT  
McDONALD'S**

STATE OF ILLINOIS       )  
                                  ) SS:  
COUNTY OF DUPAGE     )

I, \_\_\_\_\_, a Notary Public in and for the county and state set forth above, CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

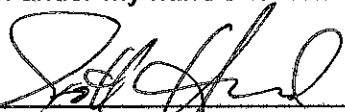
\_\_\_\_\_ My commission expires \_\_\_\_\_  
Notary Public

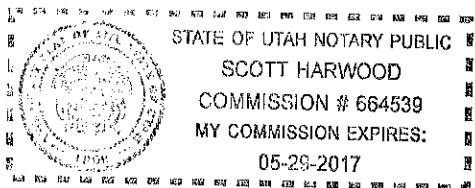
**ACKNOWLEDGMENT  
FARMINGTON SQUARE, LLC**

STATE OF UTAH       )  
                                  ) SS:  
COUNTY OF DAVIS     )

I, Scott Harwood, a Notary Public in and for the county and state set forth above, CERTIFY that RICHARD A. HAWES and \_\_\_\_\_ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered this instrument as (his)(her)(their) free and voluntary act for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 23 day of JUNE, 2015.

  
\_\_\_\_\_ My commission expires 5/29/17  
Notary Public



Memorandum will run with the land and inure to, and be for the benefit of, Tenant, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, suppliers, and business invitees of such persons and such rights and easements will burden the Shopping Center.

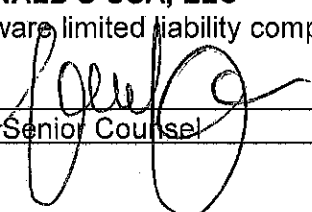

5. **MEMORANDUM:** All the obligations and rights of Landlord and Tenant are set forth in the Lease. This document is a memorandum of the Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this document, 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:**  
**FARMINGTON SQUARE, LLC**  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Its: Senior Counsel 

(Attach Acknowledgment of Signatures and Exhibit)

ACKNOWLEDGMENT  
McDONALD'S

STATE OF ILLINOIS     )  
                                  ) SS:  
COUNTY OF DUPAGE    )

I, Tricia A. Senese, a Notary Public in and for the county and state set forth above, CERTIFY that Jennifer Cohn, 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 26<sup>th</sup> day of <sup>July</sup> July, 2015.

Tricia A. Senese  
Notary Public

My commission expires 06/01/2018.



ACKNOWLEDGMENT  
FARMINGTON SQUARE, LLC

STATE OF \_\_\_\_\_ )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state set forth above, CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered this instrument as (his)(her)(their) free and voluntary act for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

EXHIBIT A  
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Lease Parcel

A part of Parcel B, Park Lane Commons, a subdivision of Farmington City, on file in the Office of the Davis County Recorder and located in the Southwest Quarter of Section 13 and in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point on the east right-of-way line of Station Parkway, said point being North  $00^{\circ}00'21''$  West 286.96 feet along the west line of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and East 22.98 feet from the Southwest Corner of said Section 13, and thence along said line North  $48^{\circ}13'43''$  West 204.77 feet to a point of tangency of a 16.00 foot radius curve to the right; thence Northerly 25.14 feet along said curve through a central angle of  $90^{\circ}01'25''$  and a long chord of North  $03^{\circ}13'01''$  West 22.63 feet; thence North  $41^{\circ}47'42''$  East 82.37 feet; thence North  $55^{\circ}43'43''$  East 8.29 feet; thence North  $84^{\circ}15'21''$  East 31.43 feet to a point on the arc of a 40.00 foot radius non-tangent curve to the left, the center of which bears North  $77^{\circ}44'15''$  East; thence Southeasterly 26.20 feet along said curve through a central angle of  $37^{\circ}32'04''$  and a long chord of South  $31^{\circ}01'46''$  East 25.74 feet to a point of compound curvature of a 5.00 foot radius curve to the left; thence Easterly 7.74 feet along said curve through a central angle of  $88^{\circ}40'12''$  and a long chord of North  $85^{\circ}52'05''$  East 6.99 feet; thence North  $41^{\circ}31'59''$  East 12.99 feet; thence South  $48^{\circ}28'36''$  East 168.00 feet; thence South  $41^{\circ}43'36''$  West 140.73 feet to the POINT OF BEGINNING. Said parcel contains 29,893 square feet or 0.69 acres, more or less.

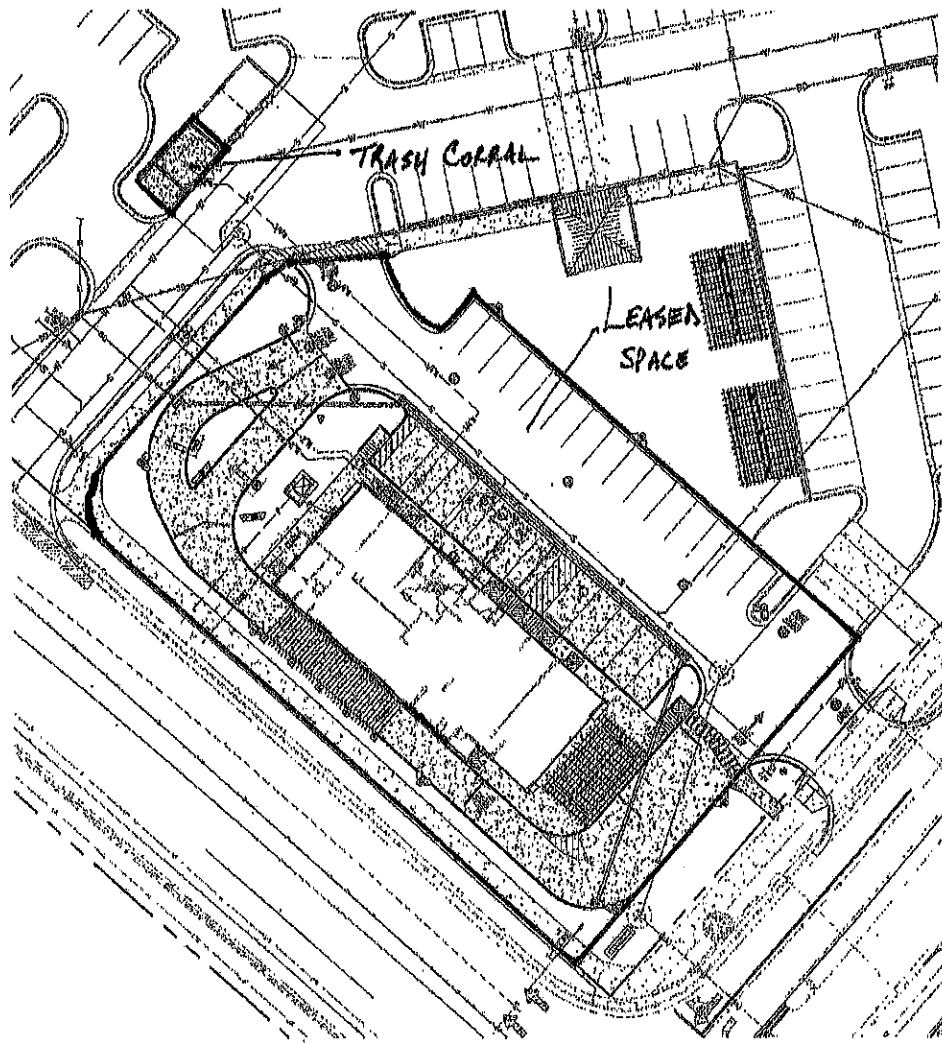
Trash Enclosure

A part of Parcel B, Park Lane Commons, a subdivision of Farmington City, on file in the Office of the Davis County Recorder and located in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point North  $00^{\circ}00'21''$  West 528.13 feet along the east line of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian and West 107.20 feet from the Southeast Corner of said Section 14, and thence North  $48^{\circ}13'48''$  West 15.20 feet; thence North  $41^{\circ}46'12''$  East 26.00 feet; thence South  $48^{\circ}13'43''$  East 15.20 feet; thence South  $41^{\circ}46'12''$  West 26.00 feet to the POINT OF BEGINNING. Said parcel contains 395 square feet or 0.01 acres, more or less.

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EXHIBIT A  
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