



W3021158

E# 3021158 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
06-Dec-19 0117 PM FEE \$40.00 DEP RC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN BY MAIL TO:
Starbucks Coffee Company
2401 Utah Avenue South, Suite 800
Mailstop: S-LA3
Seattle, Washington 98134

AMENDMENT TO MEMORANDUM OF LEASE

This Amendment to Memorandum of Lease ("Amendment") is entered into by and between **Crossroads Nogden BP, LLC**, a Utah limited liability company ("CNBP") having an office at 2180 S. 1300 E., Suite 240, Salt Lake City, UT 84106, **Crossroads Nogden BP III, LLC**, a Utah limited liability company ("CNBP III") having an office at 2180 S. 1300 E., Suite 240, Salt Lake City, UT 84106, **Crossroads Nogden BP II, LLC**, a Utah limited liability company ("Landlord") having its principal place of business at 2180 S. 1300 E., Suite 240, Salt Lake City, UT 84106, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), CNBP and Tenant having entered into a commercial lease having an Effective Date of December 13, 2018 (the "Lease"), and a Memorandum of Lease recorded July 5, 2019, as Entry No. 2989603 (the "Original Memorandum"). Any capitalized term used in this Amendment, unless otherwise defined herein, shall have the same meaning as is given to it in the Original Memorandum.

1. The Premises leased by Tenant are located only within Lot 704 of North Pointe Center Subdivision, Seventh Amendment, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("Lot 704"), and such leased Premises are not located on any portion of any other lot comprising the Shopping Center. Landlord is the owner of Lot 704.

2. The Shopping Center, and the Property on which the Shopping Center are located, is comprised of Lot 601 of North Pointe Center Subdivision, Sixth Amendment, and Lots 702, 703 and 704 of North Pointe Center Subdivision, Seventh Amendment, all as more particularly described on **Exhibit "B"** attached hereto and incorporated herein. CNBP III is the owner of Lot 703. Excluding Lot 703 and Lot 704, CNBP is the owner of all other lots comprising the Shopping Center and the Property on which the Shopping Center is located.

3. Tenant has no leasehold interest in any lot comprising the Shopping Center or the Property on which the Shopping Center is located, other than in Lot 704. For the avoidance of doubt, nothing stated in this Amendment shall be construed in a manner which modifies or impairs any of Tenant's rights as set forth in the Lease, including but not limited to, any means of access, ingress/egress, parking or any other rights as may be described therein.

4. All lots comprising the Shopping Center and the Property on which the Shopping Center is located are subject to Tenant's exclusive use rights set forth in Section 6 of the Original Memorandum.

5. This Amendment 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.

6. In the event of any inconsistency between the terms of this Amendment and the terms of the Original Memorandum, the terms of this Amendment shall govern and control. Except as provided herein, no other amendments or adjustments to the Original Memorandum are affected under this Amendment, and the Original Memorandum and all of its terms and conditions shall continue in full force and effect.

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.

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
EFFICIENCY OR EFFECTS OF DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this Amendment to Memorandum of Lease this 5th day of December, 2019.

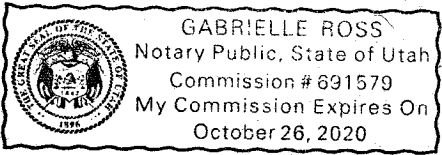
LANDLORD:

CROSSROADS NOGDEN BP II, LLC
a Utah limited liability company

By: Michael R. Christensen
Name: Michael Christensen
Title: Manager

STATE OF Utah)
) SS.:
COUNTY OF Davis)

On the 5 day of December, in the year 2019, before me, the undersigned, personally appeared Michael R. Christensen, 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 this Amendment to Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as Manager of Crossroads Nogden BP II, LLC, and that by his/her signature executed the instrument on behalf of the same.



Gabrielle Ross
Notary Public for the State of Utah
Commission expires: 10/26/2020

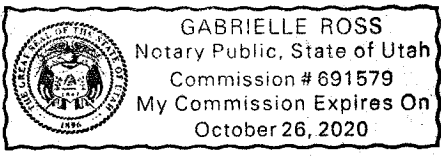
CNBP:

CROSSROADS NOGDEN BP, LLC
a Utah limited liability company

By: Michael R. Christensen
Name: Michael Christensen
Title: Manager

STATE OF Utah)
) SS.:
COUNTY OF Davis)

On the 5 day of December, in the year 2019, before me, the undersigned, personally appeared Michael R. Christensen, 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 this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as Manager of Crossroads Nogden BP, LLC, and that by his/her signature executed the instrument on behalf of the same.



Gabrielle Ross
Notary Public for the State of Utah
Commission expires: 10/26/2020

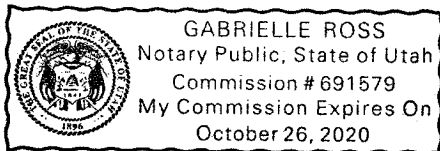
CNBP III:

CROSSROADS NOGDEN BP III, LLC
a Utah limited liability company

By: Michael R. Christensen
Name: Michael Christensen
Title: Manager

STATE OF Utah)
) SS.:
COUNTY OF Davis)

On the 5 day of December, in the year 2019, before me, the undersigned, personally appeared Michael R. Christensen, 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 this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as Manager of Crossroads Nogden BP, LLC, and that by his/her signature executed the instrument on behalf of the same.



Gabrielle Ross
Notary Public for the State of Utah
Commission expires: 10/26/2020

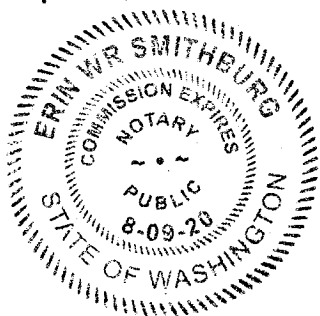
TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: Karen H. Williams
Name: Karen H. Williams
Title: vice president

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

On the 3 day of December, in the year 2019, before me, the undersigned, personally appeared Karen H. Williams, 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.



Erin WR Smithburg
Notary Public for the State of Washington
Commission expires: 8/9/2020

EXHIBIT A

TO AMENDMENT TO MEMORANDUM OF LEASE

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

Lot 704, North Pointe Center Subdivision, Seventh Amendment, according to the plat thereof, as recorded in the office of the County Recorder of Weber County, Utah.

For reference: Tax Parcel No.: 181620004

EXHIBIT B

TO AMENDMENT TO MEMORANDUM OF LEASE

Those certain tracts of land situated in the County of Weber, State of Utah and more particularly described as follows:

Lot 601, North Pointe Center Subdivision, Sixth Amendment, according to the plat thereof, as recorded in the office of the County Recorder of Weber County, Utah.

and

Lots 702, 703 and 704, North Pointe Center Subdivision, Seventh Amendment, according to the plat thereof, as recorded in the office of the County Recorder of Weber County, Utah.

For reference: Tax Parcel Nos.: 181540001, 181620002, 181620003, 181620004