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12/16/2015 1:15:00 PM \$24.00
Book - 10388 Pg - 1518-1525
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED RETURN TO:
First American Title Company
National Commercial Services
1790 Hughes Landing Blvd., Suite 110
The Woodlands, TX 77380
ATTN: Sharon P. Mork

THIS DOCUMENT PREPARED BY:
Amy E. Hughes, Esq.
Starbucks Coffee Company
2401 Utah Avenue South, Suite 800
Mailstop: S-LA3
Seattle, Washington 98134
Store Number: 26284

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between SJ Marketplace, LLC, a Delaware limited liability company ("Landlord") having its principal place of business at 5670 Wilshire Boulevard, Suite 1250, Los Angeles, California 90036, 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 June 5, 2015 (the "Lease").

1. The Lease covers certain commercial property located at 114th South and Bangerter Highway, South Jordan, Utah, in a shopping center commonly known as Oquirrh Mountain Marketplace (the "Shopping Center"), consisting of approximately 2,000 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of the portions of the Shopping Center owned by Landlord and the Property on which the Premises is located 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 (the "Initial Term").

3. The Lease grants to Tenant the right to renew the Initial Term for up to three (3) consecutive five (5) year periods (the "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. Tenant may use and occupy the Premises and drive-through lanes/outdoor seating area for any lawful retail or restaurant use, including, without limitation, the sale of beer and wine, which does not conflict with any Existing Use Restrictions as defined in the Lease.

5. 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.

6. Subject to certain limitations as set forth in the Lease, the Lease grants to Tenant the exclusive right to sell in the portions of the Shopping Center owned by Landlord as of the date of this Lease: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit.

Notwithstanding the foregoing exclusive use, other tenants may sell brewed coffee or brewed tea or iced tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other similar branding or similar coffee purveyor. For purposes of this Lease, "brand identified" shall mean coffee or tea that is advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup.

Notwithstanding the foregoing exclusive use, other tenants may sell pre-bottled tea or coffee or pre-bottled tea-based or coffee-based drinks or canned coffee.

Anchor tenants occupying at least twenty thousand (20,000) contiguous square feet or more operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet operating under a single trade name shall not be subject to Tenant's exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum square footage, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, or otherwise advertises, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.

Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell brewed coffee, tea or hot espresso drinks for on-premises consumption only.

Ice cream store tenants may sell blended beverages provided that such blended beverages contain ice cream and do not exceed ten percent (10%) of such tenant's gross sales.

Juice smoothie store tenants may sell blended beverages that do not contain coffee or espresso without restriction, provided that sales of blended beverages containing tea do not exceed ten percent (10%) of such tenant's gross sales.

Other tenants may sell blended beverages that do not contain coffee, espresso or tea as an incidental part of a broader menu, provided that sales of blended beverages do not exceed ten percent (10%) of such tenant's gross sales.



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.

[SIGNATURES ON FOLLOWING PAGE(S)]



June, 20 IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 5 day of

LANDLORD:
SJ MARKETPLACE, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a
California limited liability company

Its: Manager

By: [Signature]
Name: Steven H. Usdan
Title: Manager

ACKNOWLEDGEMENT OF LANDLORD

STATE OF CALIFORNIA)
 :
COUNTY OF _____)

On _____ before me, _____ (insert name of Notary),
Notary Public, personally appeared Steven H. Usdan who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On June 5, 2015 before me, Lori Guttenberg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven H. Usdan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: *Sophie Hager Hume*
Name: _____

Title: **Sophie Hager Hume**
Vice President

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sophie Hager Hume, to me known to be the vice president of STARBUCKS CORPORATION, a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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



[Signature]
NOTARY PUBLIC, in and for the State
of Washington, residing at Seattle
Commission expires: DEC 1 2016
Print Name: Hayley Sapp



LEGAL DESCRIPTION
OF PROPERTY

Tax Parcel Number: Under process with tax assessor.

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

LOT 4 OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE", WHICH PLAT WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON MARCH 6, 2014 AS ENTRY NO. 11814050 IN BOOK 2014P OF PLATS AT PAGE 49.



LEGAL DESCRIPTION
OF PORTIONS OF SHOPPING CENTER OWNED BY LANDLORD

LOTS 3, 4, 6, 7 AND 8 OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON MARCH 6, 2014 AS ENTRY NO. 11814050 IN BOOK 2014P OF PLATS AT PAGE 49.

LOTS 12A AND 12B OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE AMENDED" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON JANUARY 8, 2015 AS RECORD NO. 11972995 IN BOOK 2015P OF PLATS AT PAGE 1.

