

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Timothy Pecci, Esq.  
Dain, Torpy, Le Ray, Wiest & Garner, P.C.  
745 Atlantic Avenue, 5<sup>th</sup> Floor  
Boston, MA 02111

Affecting Tax Parcel No. 11-794-0010

STATE OF UTAH                   §  
  §        ss.  
COUNTY OF DAVIS           §

**MEMORANDUM OF LEASE**

THIS IS A MEMORANDUM OF LEASE by and between **DBD NOCIGS 2019-40 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:                        **DBD Nocigs 2019-40 LLC**  
  **1345 Avenue of the Americas, 46<sup>th</sup> Floor**  
  **New York, NY 10105**  
  **Attn: Constantine Dakolias**

Tenant:                            **Utah CVS Pharmacy, L.L.C.**  
  **c/o CVS Pharmacy, Inc.**  
  **One CVS Drive**  
  **Woonsocket, RI 02895**  
  **Attn: Property Admin. Dept. - Store No. 10662**

Date of Lease:                    Dated as of October 17, 2019

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:        October 17, 2019

Date of Expiration of Term:            January 31, 2045

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 October 17, 2019.

[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 October 17, 2019.

Between:

**DBD NOCIGS 2019-40 LLC**, Landlord

and

**UTAH CVS PHARMACY, L.L.C.**, Tenant

Premises:

CVS Store No. 10662

Location: Layton, Utah

**DBD NOCIGS 2019-40 LLC**,  
a Delaware limited liability company

By: William Turner  
William Turner, Authorized Signatory

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

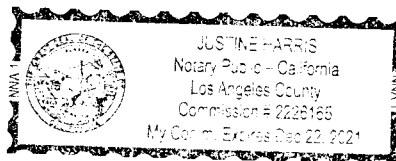
On October 9, 2019, before me, Justine Harris, Notary Public, personally appeared William Turner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Justine Harris

My Commission Expires: December 22, 2021



(Seal)

**TENANT'S SIGNATURE PAGE**

Attached to and made a part of this Memorandum of Lease dated as of October 17, 2019.

Between:

**DBD NOCIGS 2019-40 LLC**, Landlord

and

**UTAH CVS PHARMACY, L.L.C.**, Tenant

Premises:

CVS Store No. 10662

Location: Layton, Utah

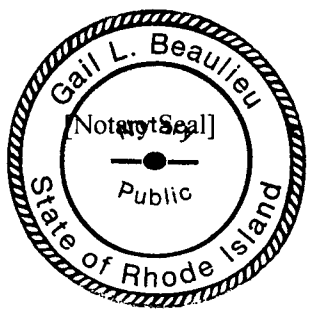
**UTAH CVS PHARMACY, L.L.C.**,  
a Utah limited liability company

By: \_\_\_\_\_  
Robert T. Marcello, Senior Vice President

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

I, 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, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10<sup>th</sup> day of October, 2019.



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

My commission expires: Gail L. Beaulieu  
**Notary Public 28998**  
**State of Rhode Island**  
My Comm. Expires 06/27/2021

Site Number/Site Name: 10662/Layton, UT

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1:**

All that certain parcel of land being a portion of parcel 4, Fort Lane Village Amended Subdivision, also being located in the northeast quarter of Section 28, Township 4, North, Range 1 West, Salt Lake Base and meridian, City of Layton, State of Utah, more particularly described as follows:

Beginning at the Northwest corner of parcel 4 of the Fort Lane Village Amended Subdivision Plat, said point being South 00°32'40" West 73.00 feet to the South right of way line of Gentile Street as shown on the Fort Lane Village Amended Plat recorded in Book 6568 at page 338 in the Davis County Recorder's office; South 89°27'20" East 76.45 feet from the North quarter of said section 28 and running thence South 00°32'40" West 214.78 feet; thence South 89°27'20" East 323.68 feet to the West right of way line of Fort Lane; thence along said right of way North 00°47'13" East 214.78 feet to the South right of way line of Gentile Street; thence along said right of way North 89°27'20" West 324.59 feet to the point of beginning.

**PARCEL 2:**

The nonexclusive easement for vehicular and pedestrian traffic access, ingress and egress, appurtenant to Parcel 1 described herein, contained in Cross Access Easement Agreement dated February 4, 2010 and recorded February 12, 2010 as Entry No. 2511470 in Book 4961 at Page 1054, official records, as amended by First Amendment to Cross Access Easement Agreement dated July 27, 2016 and recorded August 30, 2016 as Entry No. 2962370 in Book 6590 at Page 222, official records.

**PARCEL 3:**

The nonexclusive easement, appurtenant to Parcel 1 described herein, contained in Storm Drain and Sanitary Sewer Easement Agreement dated December 15, 2009 and recorded February 12, 2010 as Entry No. 2511471 in Book 4961 at Page 1066, official records.

**PARCEL 4:**

The non-exclusive easement for pedestrian and vehicular ingress and egress, appurtenant to Parcel 1 described herein, contained in Easement Agreement dated November, 2010 and recorded November 19, 2010 as Entry No. 2568127 in Book 5155 at Page 956, official records.

## **EXHIBIT A (cont.)**

### **PARCEL 5:**

The non-exclusive easements, appurtenant to Parcel 1 described herein, contained in Amended and Restated Declaration of Easements and Conditions dated August 30, 2016 and recorded August 30, 2016 as Entry No. 2962369 in Book 6590 at Page 166, official records, as amended by First Amendment to Amended and Restated Declaration of Easements and Conditions dated April 13, 2017 and recorded July 12, 2017 as Entry No. 3032092 in Book 6805 at Page 384, official records.

### **PARCEL 6:**

The non-exclusive easement for the passage of vehicles and pedestrians, appurtenant to Parcel 1 described herein, contained in Cross-Access Easement, Temporary Construction Easement and Restriction Agreement dated August 30, 2016 and recorded August 30, 2016 as Entry No. 2962367 in Book 6590 at Page 146, official records.

### **PARCEL 7:**

The non-exclusive easement for pedestrian and vehicular ingress and egress, appurtenant to Parcel 1 described herein, contained in Access Easement and Maintenance Agreement dated February 7, 2017 and recorded February 8, 2017 as Entry No. 3001147 in Book 6699 at Page 86, official records.