

13864797 B: 11291 P: 9920 Total Pages: 5  
01/07/2022 11:32 AM By: salvarado Fees: \$40.00  
MEMO- MEMO  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: PARR BROWN GEE AND LOVELESS  
101 SOUTH 200 EAST SUITE 700SALT LAKE CITY, UT 84111

PREPARED BY AND RECORDING  
REQUESTED BY:

Kutak Rock LLP  
303 Peachtree Street, N.E., Suite 2750  
Atlanta, Georgia 30308  
Attention: Debra M. Thompson

WHEN RECORDED, RETURN TO:

Kutak Rock LLP  
303 Peachtree Street, N.E., Suite 2750  
Atlanta, Georgia 30308  
Attention: Debra M. Thompson

Parcel Identification Number: 15-19-126-009

(Space Above for Recorder's Use)

#### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into effect as of the 6<sup>th</sup> day of January, 2022, by and between **DLM QOZ 201CC FIVE, LLC**, a Utah limited liability company ("Landlord"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("Tenant").

**TERM AND PREMISES.** For the term and upon the provisions set forth in that certain written lease of even date herewith from Landlord to Tenant ("Lease"), all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Landlord leases to Tenant and Tenant leases from Landlord approximately 129,245 rentable square feet of space constituting a portion of the industrial warehouse building situated at 2302 S Commerce Center Drive, West Valley City, Utah 84120 as more particularly described on Exhibit "A" attached hereto ("Premises"), together with all rights of ingress and egress and all other rights appurtenant to said Premises, all of which rights are more particularly described in the Lease.

**PURPOSE OF MEMORANDUM OF LEASE.** This Memorandum of Lease is prepared for the purposes of providing notice and in no way modifies the express and particular provisions of the Lease.

**OPERATION.** Tenant shall not be required to operate in the Premises.

FOR THE BENEFIT OF THE PREMISES. It is the intention of Landlord and Tenant that the covenants described and referred to herein shall not be personal to Landlord and Tenant and shall be binding on successors and assigns. Each successive owner of the Premises, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants for the benefit of the Premises.

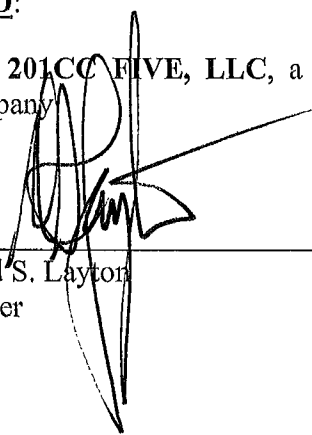
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF this Memorandum of Lease has been executed as of the day and year first above written.

**LANDLORD:**

**DLM QOZ 201CC FIVE, LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: David S. Layton  
Title: Manager



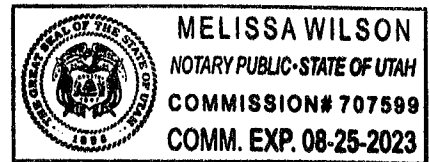
STATE OF UTAH  
COUNTY OF SALT LAKE

On this 20 day of December, 2021, before me, the undersigned notary public in and for said County and State, personally appeared David S. Layton, the Manager of DLM QOZ 201CC FIVE, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

WITNESS my hand and Notarial Seal this 20 day of December, 2021.

Melissa Wilson  
Notary Public  
Printed Name: Melissa Wilson  
Residing at: Midvale, UT  
My Commission Expires: 8/25/23

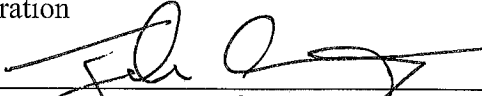
[SIGNATURES CONTINUED ON NEXT PAGE]



[SIGNATURES TO MEMORANDUM OF LEASE  
CONTINUED FROM PREVIOUS PAGE]

TENANT:

HOME DEPOT U.S.A., INC., a Delaware corporation

By: 

Name: John Cheseavage

Title: Corporate Counsel

STATE  
COUNTY OF Cobb

OF

GEORGIA

On this 20 day of December, 2021, before me, the undersigned notary public in and for said County and State, personally appeared John Cheseavage, as Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

WITNESS my hand and Notarial Seal this 20 day of December, 2021.



Notary Public

Printed Name: Barbara Turner

Residing at: Fulton County

My Commission Expires: 9/10/2022

Barbara Turner  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires 09/10/2022

**Exhibit "A" to Memorandum of Lease**

The real property located in Salt Lake County, Utah and more particularly described as follows:

Lot 401, 201 Commerce Center Subdivision No. 4, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.