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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
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7130 GLEN FOREST DR  
STE 300  
RICHMOND VA 23226  
BY: DCA, DEPUTY - MA 6 P.

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Prepared By:  
Upon Recording Return to:

(Above 3" Space for Recorder's Use Only)

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

AFTER RECORDING, RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23226

Attn: \_\_\_\_\_

Site #: US-UT-5023

Site Name: Hunter Plaza

Commitment # 26919474

#### MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between Hunter Park Plaza Limited Liability Company, a Utah limited liability company (Landlord"), whose address is 3556 S 5600 W West Valley City, Utah 84120, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated 6/11, 2018 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is 12/1/2018. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;

2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;

3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

1/17/18 VB Dev version

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4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;

8. Landlord may not subdivide the Property without Tenant's prior written consent; and

9. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES  
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**WITNESSES:**

*Kim [Signature]*  
Name: Kim Smith  
*Citlary Jones*  
Name: Citlary Jones

**LANDLORD:**

**Hunter Park Plaza Limited Liability Company**  
a Utah limited liability company

By: Neil K Nixon  
Name: Neil K Nixon  
Title: Managing Member, LLC  
Date: 5/18/2018

STATE OF Utah  
COUNTY OF Salt Lake

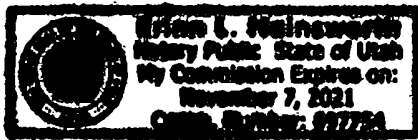
The foregoing instrument was acknowledged before me this May 18, 2018 by Drivers License, Neil K Nixon of Hunter Park Plaza Limited Liability Company, a Utah limited liability company.

(Seal)

*Erinn L. Hainsworth*  
Notary Public

Printed Name: Erinn L. Hainsworth

My Commission Expires:  
11/07/2021



[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:

TENANT:

Vertical Bridge Development, LLC  
a Delaware limited liability company

*Natasha Barreno*  
Name: Natasha Barreno  
*Rachel Williamson*  
Name: Rachel Williamson

By: *[Signature]*  
Name: ALEX GELMAN  
Title: CEO  
Date: 6/11/18

STATE OF FLORIDA  
COUNTY OF PALM BEACH



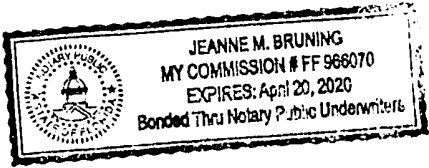
The foregoing instrument was acknowledged before me this June 11<sup>th</sup>, 2018  
by ALEX GELMAN, CEO of Vertical Bridge  
Development, LLC, a Delaware limited liability company.

(Seal)

*Jeanne M. Bruning*  
Notary Public

Printed Name: JEANNE M. Bruning

My Commission Expires:  
4/20/20



**EXHIBIT A**

(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

**An interest in land, said interest being over a portion of the following described parent parcel:**

**Beginning at a point 405 feet South from the Northeast corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence West 343 feet, more or less, to the East line of Jonesdale Subdivision No. 5; thence along the East line of said subdivision South 00°03' East 90 feet to the Southeast corner thereof; thence North 89°57' East 343 feet, more or less, to a point due South of the point of beginning; thence North 90 feet to the point of beginning.**

**LESS AND EXCEPTING THEREFROM that portion of the above described property that has been dedicated for 5600 West Street.**

**ALSO LESS AND EXCEPTING THEREFROM the following:**

**Beginning at a point on the West line of 5600 West Street, said point being South 00°12'50" East 405.00 feet along the section line, and South 89°58'55" West 33.00 feet from the Northeast corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°12'50" East 90.00 feet along the West line of 5600 West Street to the Northeast corner of Jonesdale Subdivision; thence South 89°58'55" West (South 89°57'00" West, Jonesdale Subdivision Plat), 20.00 feet along the North line of said subdivision; thence North 00°12'50" West 90.00 feet; thence North 89°58'55" East 20.00 feet to the point of beginning.**

**AND BEING the same property conveyed to Hunter Park Plaza Limited Liability Company from Blaine T. Nixon and Neil K. Nixon by Warranty Deed dated March 05, 1999 and recorded March 08, 1999 in Deed Book 8256, Page 2169.**

**Tax Parcel No. 14-35-228-029**

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

**EXHIBIT A-CONTINUED**

LEASE AGREEMENT PARCEL:

BEGINNING AT A POINT SOUTH 00°12'50" EAST 486.90 FEET ALONG THE SECTION LINE, AND WEST 296.15 FEET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 11.33 FEET; THENCE NORTH 1.47 FEET; THENCE NORTH 80°00'00" WEST 21.34 FEET; THENCE NORTH 10°00'00" EAST 20.00 FEET; THENCE SOUTH 80°00'00" EAST 29.33 FEET; THENCE SOUTH 19.78 FEET TO THE POINT OF BEGINNING.

EASEMENT FOR ACCESS AND UTILITIES:

AN EASEMENT 24.00 FEET IN WIDTH, BEING 12 FEET EITHER SIDE OF FOLLOWING DESCRIBED CENTER LINE AND AS SHOWN HEREON.

CENTERLINE BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 5600 WEST STREET, SAID POINT BEING SOUTH 00°12'50" EAST 439.70 FEET ALONG THE SECTION LINE, AND WEST 53.00 FEET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 246.51 FEET; THENCE SOUTH 21.96 FEET; THENCE WEST 32.00 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH AN EASEMENT FOR UTILITIES WHICH IS 10.00 FEET IN WIDTH, BEING 5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ON THE SOUTH LINE OF THE LEASE PROPERTY, SAID POINT BEING SOUTH 00°12'50" EAST 484.37 FEET ALONG THE SECTION LINE, AND WEST 314.93 FEET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°01'05" EAST 5.99 FEET; THENCE NORTH 89°58'55" EAST 33.78 FEET; THENCE SOUTH 00°01'05" EAST 5.00 FEET TO THE SOUTH LINE OF THE PARENT PARCEL AND TO THE POINT OF TERMINUS.