

APN: 54-336-0002

WHEN RECORDED RETURN TO:

Snell & Wilmer L.L.P.
Attn: Brian C. Cheney
15 W. South Temple, Suite 1200
Salt Lake City, UT 84101

000000-DY

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of ~~October~~ ^{December} 15, 2016 by and between GBR INVESTMENTS 5, LLC, a Utah limited liability company, having an office at 5320 Wells Park #4, West Jordan, UT 84081 ("Landlord") and EVERMORE GARDENS LLC, a Delaware limited liability company having an office at 922 South State Street, Pleasant Grove, UT 84062 ("Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into that certain unrecorded Ground Lease dated as of ~~October~~ ^{Dec.} 15, 2016 (the "Lease"). All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Lease.

B. Landlord and Tenant desire to provide notice that Tenant has leased and hereby leases the premises located in the Utah County, State of Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and all improvements and fixtures located thereon (collectively, the "Premises"), on the terms and conditions as more fully set forth in the Lease.

NOW, THEREFORE, in consideration of the facts hereinabove set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Demise of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, subject to the terms and conditions set forth in the Lease, the Premises. The Rent Commencement Date shall be as set forth in the Lease, and the term of the Lease shall expire on the last day of the 180th month after the Rent Commencement Date, unless extended or terminated earlier pursuant to the terms of the Lease (the "Term"). Pursuant to Article XII of the Lease, Tenant has an option to purchase Landlord's interest in the Premises on the terms and conditions contained therein.

2. Incorporation by Reference; No Modification of Lease. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the state of Utah without regards to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the date first above written.

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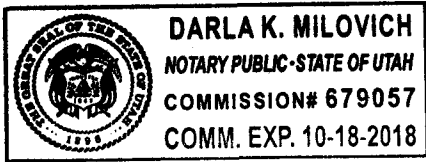
LANDLORD:

GBR INVESTMENTS 5, LLC,
a Utah limited liability company

By: Jonathan S. Gardner
Name: Jonathan S. Gardner
Title: Manager

STATE OF UTAH)
)SS.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on December 15, 2016 by Jonathan S. Gardner as Manager of GBR INVESTMENTS 5, LLC.



Darla K. Milovich
Notary Public

My Commission Expires: 10/18/18

TENANT:

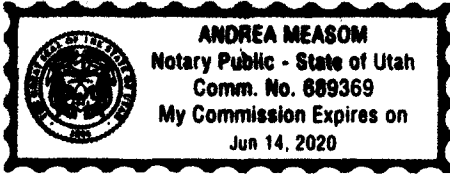
EVERMORE GARDENS LLC,
a Delaware limited liability company

By: [Signature]
Name: KEN BRETSCHNEIDER
Title: MANAGER

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

This instrument was acknowledged before me on December 16, 2016 by Ken Bretschneider as Manager of EVERMORE GARDENS LLC.

Andrea Measom
Notary Public



My Commission Expires: 06/14/2020

EXHIBIT A
LEGAL DESCRIPTION OF LAND

That certain real property located in Utah County, State of Utah, more particularly described as follows:

Lot 2, THE VOID PLAT "B", according to the official plat thereof as recorded in the office of the Utah County Recorder.

Tax Id No.: 54-336-0002