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Parcel Nos. 16-06-151-030
16-01-151-012
16-06-151-011

MEMORANDUM OF SETTLEMENT AGREEMENT

This Memorandum of Settlement Agreement is made as of this 27 day of April 2022, pursuant to that certain Settlement Agreement and Release of Claims dated of even date herewith (the "Settlement Agreement") by and between 200 SOUTH LLC, a Delaware limited liability company registered in the State of Utah as 89 EAST 200 SOUTH LLC ("Developer") and M.N.V. HOLDINGS, L.C., a Utah limited liability company ("MNV").

As set forth in the Settlement Agreement and used herein, "Developer's Property" is the real property owned by Developer which has an address of 89 East 200 South, Salt Lake City, Utah and is identified as parcel number 16-06-151-030. The Developer's Property is more fully described in Exhibit A attached hereto and incorporated by this reference.

"Pawnshop Property" is the real property owned by MNV which has an address of 158 S. State Street, Salt Lake City, Utah and is identified as parcel number 16-06-151-012. The Pawnshop Property is more fully described in Exhibit B attached hereto and incorporated by this reference.

"Smoke Shop Property" is the real property owned by MNV which has an address of 156 S. State Street and is identified as parcel number 16-06-151-011. The Smoke Shop Property is more fully described in Exhibit C attached hereto and incorporated by this reference.

In connection with the terms and conditions set forth in the Settlement Agreement, Developer and MNV have agreed as follows.

Section 3 of the Settlement Agreement provides as follows:

MNV does hereby declare, grant, create and establish to and for the benefit and use of Developer and any successor owner of the Developer's Property, a temporary easement in the air space of each of the Pawnshop Property and the Smoke Shop Property to the extent reasonably necessary to construct the Astra Tower on the Developer's Property. The Air Rights Easement hereby granted shall be an easement running with each of the Pawnshop Property and the Smoke Shop Property for the benefit of the Developer's Property and shall be binding upon MNV and its successors and assigns and successive owners of the Pawnshop Property or

the Smoke Shop Property. The Air Rights Easement shall continue until final completion of construction of the Astra Tower at which time it shall terminate.

Section 4 of the Settlement Agreement provides as follows:

If at any time MNV is willing to accept an offer to purchase or otherwise proposes to sell either the Pawnshop Property or the Smoke Shop Property or both to a third party, MNV shall give Developer written notice of and a copy of the terms and conditions of the proposed sale of such property and the name of the proposed third-party buyer. The terms of any such sale must be proposed in good faith and shall be with a bona fide buyer who is ready, willing and able to perform with respect to such proposed sale. For the twenty-one (21) day period following the giving of such notice, Developer shall have the right to enter into an agreement with MNV for the same price and terms as MNV proposes to accept from the third-party buyer. Developer shall exercise such right by giving MNV written notice of Developer's election to do so before expiration of the above-mentioned twenty-one (21) day period. In the event the right to purchase is exercised, the purchase transaction shall be closed and consummated within thirty (30) days or such longer period as may be provided in the proposed sale to the third-party buyer. In the event Developer's right to purchase is not exercised, MNV may, during the six (6) month period following the date on which the notice of proposed sale was given to Developer, enter into the proposed transaction upon the terms and conditions and with the third-party buyer specified in such notice. Any materially different proposed sale transaction or any sale by MNV proposed subsequent to the expiration of such six (6) month period (even if proposed with the same third-party buyer and upon the same terms and conditions) shall be considered a new sale proposal for which Developer has a right of first refusal and requiring compliance with this paragraph. In the event that MNV meets its obligations hereunder and Developer does not thereafter exercise its Right of First Refusal and within the six (6) month period following the date on which the notice of proposed sale was given to Developer MNV closes on such noticed sale, Developer shall not have a further Right of First Refusal with respect to the property(ies) subject to the noticed sale. The terms of this Right of First Refusal shall burden the Pawnshop Property and the Smoke Shop Property, respectively, and shall bind all successors and assigns of MNV and successive owners of the Pawnshop Property and the Smoke Shop Property and shall inure to benefit of Developer's successors and assigns.

Section 5 of the Settlement Agreement provides as follows:

MNV hereby acknowledges and agrees that it has no rights or interests of any kind in, to, under, across, over or through Developer's Property and specifically disclaims, waives and releases the Claimed Easement [as defined in the Settlement Agreement] and any other claimed rights or interests related thereto.

Pursuant to Section 8 of the Agreement, Developer waived and released any claim related to the Encroachment (as defined in the Settlement Agreement).

The Settlement Agreement constitutes the complete agreement between the parties. This Memorandum of Settlement Agreement shall not be deemed to modify any of the provisions of the Settlement Agreement, but rather hereby ratifies and affirms the Settlement Agreement and all of its terms.


IN WITNESS WHEREOF, the parties have caused this Memorandum of Settlement Agreement to be executed as of the day and year first above written

DEVELOPER

MNV

200 SOUTH LLC dba
89 EAST 200 SOUTH LLC

M.N.V. HOLDINGS, L.C.

By:  _____

By: _____

Name: Ed Lewis _____

Name: _____

Title: Manager _____

Title: _____

Date: 4/27/22 _____

Date: _____

The Settlement Agreement constitutes the complete agreement between the parties. This Memorandum of Settlement Agreement shall not be deemed to modify any of the provisions of the Settlement Agreement, but rather hereby ratifies and affirms the Settlement Agreement and all of its terms.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Settlement Agreement to be executed as of the day and year first above written

DEVELOPER

200 SOUTH LLC dba
89 EAST 200 SOUTH LLC

By: _____


Name: _____

Title: _____

Date: _____

MNV

M.N.V. HOLDINGS, L.C.

By:  _____

Name: Mike M. Vlachakis

Title: MEMBER

Date: 4/25/2022

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On April ____, 2022, personally appeared before me _____, who being by me duly sworn did say that he is the _____ of 200 South LLC dba 89 East 200 South LLC and the signer of the foregoing instrument and he duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

STATE OF UTAH)
)
) ss.
COUNTY OF Salt Lake)

On April 25, 2022, personally appeared before me Mike M. Vardakis, who being by me duly sworn did say that he is the member of M.N.V. Holdings, L.C. and the signer of the foregoing instrument and he duly acknowledged to me that he executed the same.

V. Mercer
Notary Public

My Commission Expires: 1-17-2025

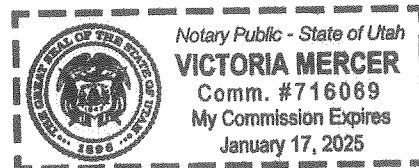


EXHIBIT A

Legal Description of Developer's Property

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, said point also being North $89^{\circ}46'26''$ West 66.35 feet and North $0^{\circ}34'49''$ East 62.40 feet from a Salt Lake City Brass Cap Monument at the intersection of State Street and 200 South Street, and running thence North $89^{\circ}37'22''$ West 164.62 feet along the north right of way line of 200 South Street; thence North $0^{\circ}08'45''$ East 181.18 feet; thence South $89^{\circ}30'25''$ East 165.16 feet to a point on the west right of way line of State Street; thence South $0^{\circ}18'52''$ West 180.85 feet along said west right of way line to the POINT OF BEGINNING.

EXHIBIT B

Legal Description of Pawnshop Property

Commencing at a point 181 feet North from the Southeast Corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, and running thence North 25 feet; thence West 11 rods; thence South 25 feet; thence East 11 rods to the place of beginning, together with all improvements thereon.

EXHIBIT C

Legal Description of Smoke Shop Property

Beginning at a point 206 feet North from the Southeast corner of Lot 1, Block 70, Plat "A", SALT LAKE CITY SURVEY, and running thence West 11 rods; thence South 25 feet; thence East 11 rods to the place of beginning.