

MEMORANDUM OF LEASE

Notice is hereby given of a certain Lease (the "Lease") dated December 5, by and between **AWESOME COUGARS, LLC**, a Utah limited liability company with an address of 252 S. Edison Street, Salt Lake City, Utah 84111, as Landlord, and **WELIKESMALL, INC**, a Utah corporation with a place of business at 252 S. Edison Street, Salt Lake City, Utah 84111, as Tenant.

1. **PREMISES LEASED**: Certain real property located at 252 S. Edison Street, Salt Lake City, Utah 84111, owned by Landlord and more particularly described in the attached **Exhibit A**.

2. **TERM**: The term of the Lease commences on December 6, 2019, and expires on December 5, 2026.

3. **RENEWALS OR EXTENSIONS**: The Tenant may at its option renew the Lease for one additional term of three (3) years.

4. **RIGHT OF FIRST REFUSAL**: The Lease provides a right of first refusal to the Tenant as follows:

During the term of this lease including any renewals, and while TENANT is not in default hereunder beyond all applicable notice and cure provisions, LANDLORD covenants and agrees with TENANT that it will not sell to a bona fide third party purchaser all or any part of the LANDLORD'S property of which the leased premises are a part, unless LANDLORD shall first notify TENANT in writing of its desire to sell or otherwise dispose of the same, and that LANDLORD has received a bona fide offer for the same, such notice to state the terms of the bona fide offer. If TENANT is not then in default hereunder beyond any applicable cure period, TENANT shall have the right, which LANDLORD hereby grants to TENANT, to purchase the LANDLORD'S property described in such notice on the terms of said bona fide offer, said right to be exercisable by TENANT for a period of thirty (30) days following TENANT'S receipt of such notice, by mailing to LANDLORD a written notice of election to exercise the right hereunder.

If TENANT shall either send notice of its rejection of such offer within said thirty (30) days or shall fail to so exercise its right to purchase under this Section within said thirty (30)-day period, or if TENANT is in default hereunder beyond any applicable cure period, then this right of first refusal ("ROFR") shall be automatically void and terminated and LANDLORD may sell the LANDLORD'S property described in said bona fide offer to the prospective purchaser who made

the bona fide offer on the terms of the bona fide offer, subject to this lease; provided, that if such sale to the bona fide third party purchaser does not close, then this ROFR shall continue in accordance with its terms. Under no circumstances will LANDLORD proceed with a sale to a third party on any terms more beneficial to the buyer than those which were presented to TENANT in this ROFR without first presenting new terms to TENANT with the option to accept purchase on such new terms.

If TENANT shall exercise its right hereunder, the purchase and sale of the LANDLORD'S property shall take place and be consummated on such day identified in the notice of exercise (but no later than within sixty (60) days of the TENANT'S receipt of the first-mentioned notice from LANDLORD) (the "ROFR Closing Date"). On the ROFR Closing Date, LANDLORD shall convey the LANDLORD'S property to TENANT in accordance with the bona fide offer's terms and customary Utah real estate practice. Notwithstanding anything to the contrary contained herein, the provisions of this ROFR shall not be triggered by or applicable to the grant of mortgages on the LANDLORD'S property or to any proceedings for the foreclosure thereof, including foreclosure auctions and the subsequent sale by a foreclosing mortgagee who is the successful bidder at the foreclosure auction(s), or any transfer or sale by LANDLORD to the LANDLORD'S family, including, children, spouse or other family members related by blood, marriage or adoption to the LANDLORD and/or to a trust or other estate-planning vehicles of the LANDLORD with or without consideration, provided that these potential transferees take the LANDLORD'S property subject to this ROFR.

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DATED: 12/6, 2019

WITNESS:

AWESOME COUGARS, LLC

[Signature]

By: Paul Solomon
Name: Paul Solomon
Its: Vice President

State of Utah
County of Salt Lake, ss

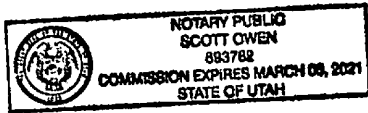
_____, 2019

On the 6th day of December, 2019, personally appeared before me Paul Solomon, who, being by me duly sworn, did say that he is the Vice President of Awesome Cougars, LLC, a Utah limited liability company, and that said instrument was duly signed by him on behalf of said company.

Before me,

[Signature]

Name:
Attorney/Notary Public



MEMORANDUM OF LEASE
Exhibit A (Description of Property)

Common Description: Real property located at 252 Edison Street, Salt Lake City, Utah 84111 (also commonly referred to as 252 S. Edison Street, Salt Lake City, Utah 84111)

Legal Description:

BEG 69.07 FT S FR NW COR OF LOT 2, BLK 56, PLAT A, SLC SUR; E 50 FT; S 30.93 FT; W 50 FT; S 1 FT; W 29 FT; N 31 FT; E 29 FT; N 0.93 FT TO BEG.

Contains 0.06 Acres.

Tax Parcel ID: 16-06-154-039-0000

