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08/09/2022 10:12 AM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIDELITY NATIONAL TITLE INSURANCE COMPANY - RICH
7130 GLEN FOREST DRRICHMOND, VA 232263754

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

Upon Recording Return to:

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

Site Name: River Walk
Site Number: US-UT-5028
PacifiCorp Site ID: UTSL-9191
Commitment # 30573763

** Re Recording to attach corrective
legal description*

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between PacifiCorp, an Oregon corporation, who acquired title as Utah Power & Light Company, a corporation ("Lessor"), whose address is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116, 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 ("Lessee"), dated September 10, 2020 (the "Effective Date"), for the "Premises" described in Exhibit A attached hereto.

Except as otherwise specifically defined herein, all capitalized terms used herein shall have the definitions given to them in the Lease.

Lessor hereby ratifies, restates and confirms the Lease and leases to Lessee the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is December 1, 2020. The Lease provides for the lease by Lessor to Lessee of the Premises for an initial term of ten (10) years with six (6) renewal option(s) of an additional five (5) years each, and further provides:

1. The Premises may be used exclusively by Lessee for erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment; and
2. Lessee is entitled to sublease and/or license the Premises, including any communications tower located thereon.
3. 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 Lessor and Lessee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

LESSOR:

PACIFICORP
an Oregon corporation

By: [Signature]
Name: Chris Spencer
Title: Managing Director, T&D
Date: 7-22-21

STATE OF Utah
COUNTY OF Salt Lake

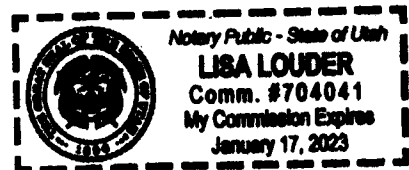
The foregoing instrument was acknowledged before me this 22nd day of July, 2021 by Chris Spencer (name of signatory), Managing Director, T&D (title of signatory) of PacificCorp, an Oregon corporation.

(Seal)

Lisa Louder
Notary Public

Printed Name: Lisa Louder

My Commission Expires: 1-17-2023



[Tenant's Signature Page to Memorandum of Lease]

LESSEE:

Vertical Bridge Development, LLC
a Delaware limited liability company

By: *Bernard A. Barghei*
Name: Bernard A. Barghei
Title: Executive VP Operations
Date: AUG 11 2021

STATE OF FLORIDA

LEGAL DS
TC

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of August, 2021 by Bernard A. Barghei (name of signatory), Exec. VP - Ops (title of signatory) of Vertical Bridge Development, LLC a Delaware limited liability company.

(Seal)

Rachel Williamson
Notary Public

Printed Name: Rachel Williamson

My Commission Expires:
Oct. 17, 2022

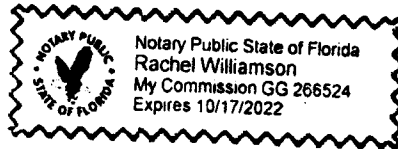


EXHIBIT A

The Premises

LEASE AREA:

BEGINNING AT A POINT 2123.22 FEET SOUTH 89°37'23" WEST ALONG THE SECTION LINE AND 412.66 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 40.00 FEET; THENCE SOUTH 40.00 FEET; THENCE WEST 40.00 FEET; THENCE NORTH 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,600 SQ. FT. OR 0.037 ACRES, MORE OR LESS.

ACCESS AND UTILITIES CORRIDOR:

LESSEE SHALL HAVE ACCESS AND UTILITY RIGHTS TO THE PREMISES SEVEN (7) DAYS A WEEK, TWENTY-FOUR (24) HOURS A DAY ON THE FOLLOWING PROPERTY:

AN AREA 20.00 FEET IN WIDTH, BEING 10 FEET EITHER SIDE OF FOLLOWING DESCRIBED CENTER LINE:

CENTERLINE BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 7000 SOUTH STREET (JORDAN RIVER BLVD), SAID POINT BEING 2102.40 FEET SOUTH 89°37'23" WEST ALONG THE NORTH SECTION LINE, AND 195.68 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 246.85 FEET; THENCE EAST 20.82 FEET TO THE WEST LINE OF THE LEASE AREA AND THE POINT OF TERMINUS.

Correct Legal Description

PARENT PARCEL LEGAL DESCRIPTION PER TITLE COMMITMENT:

Beginning at a point South 234.25 feet and East 1,460.74 feet from the Northwest corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 134.82 feet; thence North 47.15 feet, more or less; thence North 89°22'10" East 730.68 feet to a point on the West bank of the Jordan River; thence along said West bank South 03°44'21" East 629.98 feet; thence West 228.51 feet; thence South 08°37' East 625.84 feet; thence South 03°09' West 133.69 feet; thence North 85°07' West 111.2 feet; thence North 03°36' East 121.06 feet; thence North 08°37' West 628.85 feet; thence West 665.05 feet, more or less, to the Southeast corner of Lot 77, Jordan Mobile Home Estates; thence North 473.47 feet, more or less, to the Southeast corner of Lot 70, of said Jordan Mobile Home Estates; thence East 40 feet; thence North 30° East 115.47 feet, more or less, to the point of beginning.

LEASE AGREEMENT PARCEL:

BEGINNING AT A POINT 2123.22 FEET NORTH 89°37'23" EAST ALONG THE SECTION LINE AND 412.66 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 40.00 FEET; THENCE SOUTH 40.00 FEET; THENCE WEST 40.00 FEET; THENCE NORTH 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING: 1,600 SQ. FT. OR 0.037 ACRES, MORE OR LESS.

EASEMENT FOR ACCESS AND UTILITIES:

AN EASEMENT 20.00 FEET IN WIDTH, BEING 10 FEET EITHER SIDE OF FOLLOWING DESCRIBED CENTER LINE AND AS SHOWN HEREON:

CENTERLINE BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 7000 SOUTH STREET (JORDAN RIVER BLVD), SAID POINT BEING 2102.40 FEET NORTH 89°37'23" EAST ALONG THE NORTH SECTION LINE, AND 195.68 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 246.85 FEET; THENCE EAST 20.82 FEET TO THE WEST LINE OF THE LEASE AREA AND THE POINT OF TERMINUS.