

When recorded return to:  
Utah Certified Development Company  
5333 South Adams Ave, Ste B  
Ogden UT 84405

14059906 B: 11394 P: 7903 Total Pages: 4  
01/06/2023 01:16 PM By: adavis Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA  
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

File Name: SudsNSoda, LLC  
Loan #: 2678099103

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NCS-1119766-JT  
TAX ID: 21-28-455-045-0000

### MEMORANDUM OF LEASE

This Memorandum of Lease dated this 27th day of December, 2022, is between **2514 Rental, LLC** (herein called "Lessor") and **SudsNSoda, LLC and Affordable Lawn Care and Landscape, LLC** (herein called "Lessee").

1. Premises. Lessor hereby leases to Lessee upon the terms and conditions of that certain lease dated **27th day of December, 2022** between the parties (herein called the "Lease") the terms and conditions of which Lease are incorporated by this reference. The premises consist of the land described on Exhibit "A" attached hereto and by reference is included herein.
2. Term. The term of the Lease shall be 300 months commencing on **February 1, 2023** and ending on **February 29, 2048**, subject to renewal or extension periods as follows: **One (1) 60 month extension**.
3. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and it in no way modifies the Lease.

A US Small Business Administration ("SBA") 504 Loan is being provided for the described property. To remain compliant with federal regulations, monthly lease payments cannot exceed the total of the following:

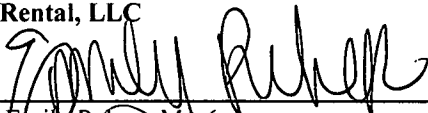
- a. Monthly debt service payments to the SBA;
- b. Monthly debt service payments to the associated Third Party Lender holding a first lien position as of the date of this recording,
- c. Any payment(s) to a lender authorized by SBA; and
- d. An additional payment(s) to cover the Lessor's direct expenses of holding the property, such as routine maintenance, insurance and property taxes.

Lease payments may not include amounts for accelerated payments on the liens noted above.

#### LESSOR:

2514 Rental, LLC

By:

  
\_\_\_\_\_  
Emily Pulver, Manager

By:

  
\_\_\_\_\_  
Bryson Jay Pulver, Manager

**LESSEE:**

**SudsNSoda, LLC**

By: [Signature]  
Bryson Jay Pulver, Manager

**Affordable Lawn Care and Landscape, LLC**

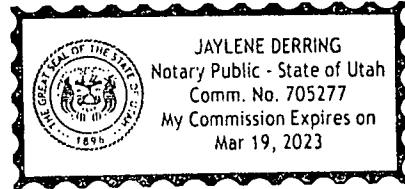
By: [Signature]  
Bryson Jay Pulver, Manager

**NOTARY ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE    )

On this 27th day of December, 2022, before me personally appeared **Bryson Jay Pulver, Manager and Emily Pulver, Manager** personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity for **2514 Rental, LLC**, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]  
NOTARY PUBLIC  
Residing in: Ogden, UT

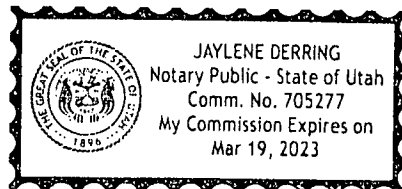


**NOTARY ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE    )

On this 27th day of December, 2022, before me personally appeared **Affordable Lawn Care and Landscape, LLC** personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity for **Bryson Jay Pulver, Manager**, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

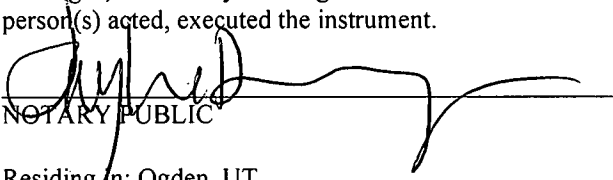
[Signature]  
NOTARY PUBLIC  
Residing in: Ogden, UT



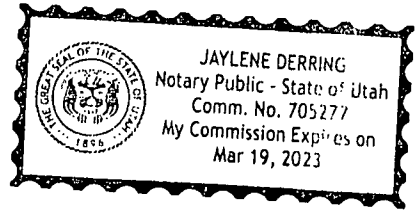
NOTARY ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                  ss:  
COUNTY OF SALT LAKE    )

On this 27th day of December, 2022, before me personally appeared **SudsNSoda, LLC** personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity for **Bryson Jay Pulver, Manager**, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

Residing in: Ogden, UT



**EXHIBIT "A"**

**REAL PROPERTY DESCRIPTION**

**PARCEL 1:**

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET (SR-48), AS SHOWN ON UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STP-HPP-0048(14)9, SHEET NO. RW-10 & RW-11, SAID POINT BEING SOUTH 89°58'10" WEST 1826.13 FEET ALONG THE SECTION LINE AND NORTH 00°01'15" WEST 41.76 FEET FROM THE SOUTHEAST CORNER, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°01'15" WEST 288.24 FEET TO THE SOUTHERLY LINE OF MARION PLACE SUBDIVISION PHASE 2 RECORDED MARCH 14, 1994, AS ENTRY NO. 5763310, IN BOOK 94-3, AT PAGE 62, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°58'10" EAST 176.80 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF MARION PLACE SUBDIVISION PHASE 3 RECORDED JULY 19, 1994, AS ENTRY NO. 5877791, IN- BOOK 94-7, AT PAGE 217, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 02°46'00" EAST 296.15 FEET ALONG SAID WESTERLY LINE AND AN EXTENSION THEREOF TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (2) TWO COURSES: 1) NORTHWESTERLY 98.83 FEET ALONG THE ARC OF A 8255.10 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 87°35'41" WEST 98.82 FEET; 2) NORTH 87°56'16" WEST 92.31 FEET TO THE POINT OF BEGINNING.