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# MEMORANDUM OF LEASE

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THIS MEMORANDUM OF LEASE entered into this 5<sup>th</sup> day of MARCH, 19 85, by and between Mary P. Howells dba Fontenelle Apartments (hereinafter referred to as "Lessor"), and WEB SERVICE CO., INC. (hereinafter referred to as "Lessee"). Lessor by these premises does lease to Lessee, and Lessee does hereby accept the exclusive possession of the room or rooms, described below and located on the real property and improvements consisting of 16 units, located at 155 2nd Avenue, Salt Lake City, Utah

- 1. Exclusive use and possession of leased premises.** Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of certain premises, described as encompassing approximately 350 square feet for its use as a laundry facility (hereinafter referred to as the "leased premises").
- 2. Quiet Enjoyment.** Lessee may use, occupy and possess the leased premises, as set forth above, to the exclusion of all others, and enjoy the quiet and peaceful enjoyment thereof. (Seven)
- 3. Term.** The term of this lease shall be for 7 years from the date of this lease or the installation date of Lessee's equipment, whichever is later. This lease shall be automatically renewed for the same period of time specified in this section unless canceled by either party by written notice to the other by certified mail to the appropriate address specified herein at least sixty (60) days prior to the expiration of the then existing term. In any event the Lessee is hereby given a right of first refusal to meet any competitive bid to continue providing laundry services if this lease is not renewed.
- 4. Utilities and Maintenance.** Lessor does hereby agree that it will provide all utility service necessary for proper operation and maintenance of laundry equipment which the Lessee deems fit to place within the leased premises; that the Lessee hereby grants to the Lessor a revocable license to come onto the leased premises to perform all necessary janitorial and maintenance services for the leased premises, including but not limited to, maintaining the leased premises in good repair and cleanliness.
- 5. Equipment.** Lessee will be permitted to place personal property and equipment in the leased premises, and the title to such property shall remain at all times that of the Lessee, and at the conclusion of the term of this lease, or any renewal thereof, Lessee will be permitted to remove any such personal property and equipment which is remaining on the leased premises.
- 6. Assignment or transfer.** This lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, assigns or transferees.
- 7. Subordination.** The interest of the Lessee hereunder shall be subordinate to the lien of any future lender utilizing this property as security.
- 8.** Lessor and lessee have entered into an unrecorded lease containing the provisions included herein and certain additional provisions. The provisions of the unrecorded lease are incorporated herein by this reference. A copy of the unrecorded lease is available for inspection by persons having a legitimate interest in the Property at the offices of lessee located at 3690 Freeman Blvd., Redondo Beach, California 90278.

LESSEE:

WEB SERVICE CO., INC.

By: Rick Reynolds  
Rick Reynolds, Assistant Secretary

Title

LESSOR:

Mary P. Howells  
Owner Mary P. Howells dba Fontenelle Apts

By: \_\_\_\_\_  
Title of Authorized Agent

Witness

Clifford J. Nieves  
Clifford J. Nieves, Witness

Witness

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REC'D  
SALT LAKE COUNTY  
UTAH

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Web Service Co.

PATRICIA R. BROWN

