12857380 09/27/2018 12:56 PM \$19.00 Book - 10716 Pg - 5846-5850 ADAM GARDINER RECORDER, SALT LAKE COUNTY, UTAH FTF 7130 GLEN FOREST DR SUITE 300 RICHMOND VA 23226 BY: SSA, DEPUTY - MA 5 P.

Viegaled By Town Recording Returns to:

Vertical Bridge Development, LLC 750 Park of Commerce Drive, Suite 200

Boca Raton, FL 33487 Attn: Daniel Marinberg

Commitment # 26919474

Site #: US-UT-5023 Site Name: Hunter Plaza (Above 3" Space for Recorder's Use Only)

AFTER RECORDING, RETURN TO: Fidelity National Title Group 7130 Glen Forest Dr., Ste. 300 Richmond, VA 23226

Attn:____

MEMORANDUM OF OPTION TO LEASE

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

- 1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
- 2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
 - 3. Landlord may not subdivide the Property without Tenant's prior written consent; and

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- 4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.
- 5. 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 Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

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

WITNESSES:	LANDLORD:
	Hunter Park Plaza Limited Liability Company a Utah limited liability company
Name: Kinzie Smith	By: Neil K NIXON
Con alle of Horse	Name: West TK Myson Title: Managing Member, LLC
Name: (Itlally Flores	Date: 5/12/28/8
J	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
STATE OF UTAH	
county of <u>Salt Lake</u>	
The foregoing instrument was acknowledged before me the by DYVCVS UCHOSE, WELL Company, a Utah limited liability company.	of Hunter Park Plaza
(Seal)	
Chlipp L. Hairy Deth Notary Public	
Cluhh L. Hainswor Notary Public Printed Name: Erinn L. Hainswor	th
My Commission Expires:	
11 07/2021	
Frien I Transact	
Side of Utah	

[Tenant's Signature Page to Memorandum of Option to Lease]

WITNESSES:	TENANT:
	Vertical Bridge Development, LLC a Delaware limited liability company
ataha gireno-	
Name: Natacha Bawan o	By:
Rachel Williamson	Title:CEO
Name: Rachel William Son	Date: 6 1 12
	(ega/
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged before in by <u>Nox Gelloran</u> , <u>C</u> Development, LLC, a Delaware limited liability composition (Seal) Notary Public Printed Name: Jame H. Buning	EO of Vertical Bridge
Printed Name: JEANNE H. Bluning My Commission Expires: 4/20/20	JEANNE M. BRUNING MY COMMISSION # FF 968070 EXPIRES: April 20, 2020 Bonded Thru Notary Public Underwriters
in Control ic Sign	

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EXHIBIT A (TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

An interest in land, said interest being over a portion of the following described parent parcel:

Beginning at a point 405 feet South from the Northeast corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence West 343 feet, more or less, to the East line of Jonesdale Subdivision No. 5; thence along the East line of said subdivision South 00°03′ East 90 feet to the Southeast corner thereof; thence North 89°57′ East 343 feet, more or less, to a point due South of the point of beginning; thence North 90 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion of the above described property that has been dedicated for 5600 West Street.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point on the West line of 5600 West Street, said point being South 00°12′50″ East 405.00 feet along the section line, and South 89°58′55″ West 33.00 feet from the Northeast corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°12′50″ East 90.00 feet along the West line of 5600 West Street to the Northeast corner of Jonesdale Subdivision; thence South 89°58′55″ West (South 89°57′00″ West, Jonesdale Subdivision Plat), 20.00 feet along the North line of said subdivision; thence North 00°12′50″ West 90.00 feet; thence North 89°58′55″ East 20.00 feet to the point of beginning.

AND BEING the same property conveyed to Hunter Park Plaza Limited Liability Company from Blaine T. Nixon and Neil K. Nixon by Warranty Deed dated March 05, 1999 and recorded March 08, 1999 in Deed Book 8256, Page 2169.

Tax Parcel No. 14-35-228-029

This instrument is being filed as an accommodation only. It has not been examined as to it's execution, insurability or affect on title.

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