Moithigh Coby 00667564 B: 1309 P: 873 B: 1309 P: 8 30 Debbie A Fee \$25.00 Debbie B. Johnson, Iron County Recorder - Page Vol 7 03/19/2048 10:42:53 AM By: OLD REPUBLIC NATIONAL TITLE INSURANCE -LAS VEGAS NCBU This instrument was prepared by and after recording is to be returned to: Old Republic National Title Insurance Company 10655 Park Run Drive, Suite 160 Las Vegas, NV 89144 Attn: Paul J. Beever MEMORANDUM OF LEASE THIS MEMORANDUM OF LEASE (this "Memorandum of Lease") is executed to be effective as of Marche 2, 2015, by BROADSTONE ARLB UTAH, LLC ("Landlord"), a New York limited liability company, and CEDAR CITY APPLETTE, LLC, a Utah limited liability company; APPLETTE LAYTON, LLC, a Utah limited liability company; TOOELE APPLETTE, LLC, a Utah limited liability company; ST. GEORGE APPLETTE, LLC, a Star limited liability company and WEST VALLEY APPLETTE, LLC, a Utah limited liability company collectively "Tenant"). WHEREAS, Landford is the owner of the real property and improvements located at 1332 South Providence Center Drive, Cedar City, Utah 84720, as legally described on Exhibit A attached hereto and made a part hereof, together with and all the other buildings and structures now or hereafter located thereon (collectively, the "Leased Premises"); WHEREAS, the Leased Premises are leased by Landlord to Tenant pursuant to a Master Lease Agreement dated as of the date of this Memorandum of Lease (the "Lease"); and WHEREAS, Landlord and Penant desire to record this Memorandum of Lease in the official public records of the County where the Leased Premises is located in order to, among other purposes, serve as public notice of the Lease NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars \$10.00), the premises and the respective undertakings of Landlord and Tenant, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows: Purpose. This Memorandum of Lease is executed and recorded to give public notice of the Lease between the parties and all terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease. This Memorandum of Lease does not modify the provisions of the Lease. If there are any conflicts between the Lease and this Memorandum of Cease, the provisions of the Lease shall prevail. Memorandum of Lease



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as or LANDLORD: the day and year first above written. BROADSTONE APLB UTAH, LLC New York limited liability company By: Broadstone Net Lease, LLC a New York limited liability company, its sole member Broadstone Net Lease, Inc. By: a Maryland corporation, its managing member Name: Title: STATE OF NEW YORK COUNTY OF MONROE Collin On March 10, 2015, before me, personally appeared Morrison Leenhouts, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in which the person acted, executed the instrument.

WITNESS my hand and official seal. (SEAL) Mothician Coby COLLIN D. ZUNDEL Notary Public, State of New York No. 02ZU6308024 Qualified in Monroe County Commission Expires 7/21/2018 Mathicial Color Matter Cial Colon 00667564 Memorandum of Lease

**TENANT** CEDAR CITY APPLETTE, LLC, a Utah limited liability company PM Management, Inc., a Utah corporation, its manager, John B Wince Namé: Title President STATE OF UTAH COUNTY OF SACTLAKE On this day of March, 2015 personally appeared before me John B. Prince, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of PM Management, Inc., a Utah corporation, the Manager of Cedar City Applette, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement, and said John B. Prince acknowledged to me that said limited liability company executed the same. DAVID P. HIRSCHI NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 04/12/2015 Commission # 608487 <sup>'</sup>APPLETTE LAYTON, LLÇ, a Utah limited liability company PM Management, Inc., By: a Utah corporation, its manager Name: John B. Prince Title: President SOUNTY OF <u>SACTLAKE</u>). On this 6 day of 2015, personally appeared before me John B. Prince, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworm did say that he is the President of PM Management, Inc., a Utah corporation, the Manager of Applette Layton, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement, and said John B. Prince acknowledged to me that said limited liability company executed the same. DAVID P. HIRSCHI NOTARY PUBLIC - STATE OF WIAM NOTARY PUBLIC My Comm. Exp. 04/12/2015 Commission # 608487 Memorandum of Lease 00667564 B: 1309 P: 876

NWOlling Colom ST. GEORGE APPLETTE, LLC, a Utah limited liability company Multigial Colon PM Management, Inc., By: a Utah corporation, its manager Name: John B. Prince Title: President\ STATE OF UTAH COUNTY OF <u>SALPLAKE</u>) On this day of March, 2015, personally appeared before me John B. Prince, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of PM Management, Inc., a Utah corporation the Manager of St. George Applette, LLC, a Utah limited liability company, and that said document was signed by him in behalf of acknowledged to me that said limited liability company executed the said. DAVID P. HIRSCHI NOTARY PUBLIC NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 04/12/2015 Commission # 608487 TOOELE APPLETTE, LLC, a Utah limited liability company PM Management, Inc./ a Utah corporation, its manager John B. Prince Name: Title: President STATE OF TAH COUNTY OF <u>SAUT (ANAC</u>) ss.: on this 6 day of March, 2015, personally appeared before me John B. Prince, personally known to me or proved to me on the basis of satisfactory evidence and who, being by me duly swore that say that he is the President of PM Management, Inc., a Utah corporation, the Manager of Tooele Applette, LLC, a Utah limited liakhiny company, and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement and said John B. Prince acknowledged to me that said limited liability company executed the same. DAVID P. HIRSCHI NOTARY PUBLIC - STATE OF UTAH NOTARY PUBLIC My Comm. Exp. 04/12/2005 Commission # 608487Memorandum of Lease 00667564 B: 1309 P: 877

Multiplicial Colon Multigial Colon Muchician Colon WEST VALLEY APPLETTE, LLC, a Utah limited liability company

By: PM Management, Inc., a Utah corporation, its manager John B. Prince Name: Title: President COUNTY OF SANTONE On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2015, personally appeared before me John B. Prince, personally known to me or proved to me on the basis of satisfactory evidence, and who, being to me duly sworn, did say that he is the President of PM Management, Inc., a Utah corporation, the Manager of West Valley Applette, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement, and said John B. Prince acknowledged to me that said limited liability company executed the same. DAMD P. HIRSCHI NOTARY PUBLIC - STATE OF UTAH MX Comm. Exp. 04/12/2015 Commission # 608487 The filting Colon The filtigit Colom Machigial Colom Mofficial Copy Mothicial Copy **B**⊙1309 P: 878 Memorandum of Lease

Malticial Colon Mothicial Coby EXHIBIT A LEGAL DESCRIPTION

Multicial Colon That certain parcel or tract of land lying and being in Iron County, Utah, described as follows:

Beginning South 01° 09' 20" East \$35.24 feet along the Section Line and North 90° 00' 00" East 450.38 Feet from the West Quarter Corner of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 21339' 45" East 142.17 feet; thence Bong the arc of a curve to the right. having a radius of 15.00 feet a distance of 23.56 feet; thence South 68° 20' 15" East 89.67 feet; thence along the arc of a curve to the left, having a radius 56.00 feet a distance 26.94 feet; thence North 84° 13' 12" East 115.33 feet to a point on the westerly right-of-way line of Providence Center Drive, thence along said right of way line South 05° 54' 04" East 33.51 feet; thence along said right of way line and the arc of acurve to the right, having a radius of 825.00 feet a distance of 123.14 feet; thence leaving said rightof- way line North 65° 53' 16" West 343.67 feet to the Point of Beginning.

Being Tax Parcel No. B-1459-0001-0010; and

Being the same land conveyed to Cedar City Applette LLC by Warranty Deed recorded December 1, 1999 ity E Entry No. 415848 in Book 699 at Rage 924.

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