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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVIS WRIGHT TREMAINE LLP
1201 THIRD AVE #2200
SEATTLE WASHINGTON 98101-3045
BY: SAM, DEPUTY - MA 5 P.

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FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate – Mountain Region
9656 S. Prosperity Road
West Jordan, UT 84088

Space above this line is for Recorder's use.

Memorandum of Lease

Grantor: MDF Inc.

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: County of Salt Lake, State of Utah
Official legal description as Exhibit A

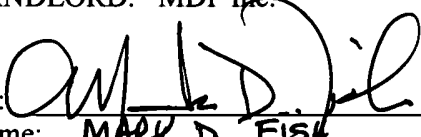
APN #: 16-28-313-020

Memorandum of Lease

THIS MEMORANDUM OF LEASE evidences that an Office Building Lease (the "Agreement") was entered into as of December 14, 1995, by and between MDF Inc., successor in interest to S. Rex Lewis and Argonaut Investment Company dba Hal Company ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, successor in interest to U S WEST NewVector Group, Inc. ("Tenant"), for certain real property located at 3098 Highland Drive, Salt Lake City, in the County of Salt Lake, State of Utah, within the property of Landlord which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Tenant's rights to extend the term of the Amendment as provided in the Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease as of the day and year last below written.

LANDLORD: MDF Inc.

By: 
Name: MARK D. FISH
Title: PRESIDENT
Date: DECEMBER 4, 2012

TENANT: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

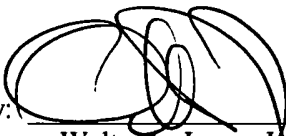
By: 
Walter L. Jones, Jr.
Area Vice President Network
Date: 12/19/12

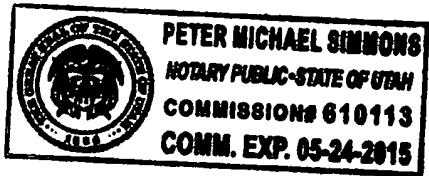
Exhibit A – Legal Description

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 4th day of DECEMBER, 2011, before me, a Notary Public in and for the State of UTAH, personally appeared MARK D. FISH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the PRESIDENT of MDF Inc., to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



A handwritten signature in black ink, appearing to read "Peter M. Simmons", written over a horizontal line.

NOTARY PUBLIC in and for the State of _____,
residing at SANDY, UT
My appointment expires 5/24/15
Print Name PETER M. SIMMONS

TENANT ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

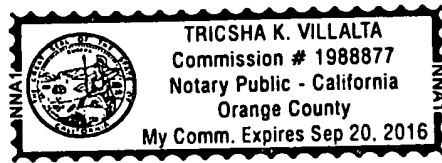
State of California)
) ss.
County of Orange)

On December 19, 2012 before me, Trisha K. Villalta, Notary Public, personally appeared Walter L. Jones, Jr., 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 his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Trisha K. Villalta
Signature of Notary Public



Place Notary Seal Above

EXHIBIT A
LEGAL DESCRIPTION

Unit 407, contained within the HIGHLAND PARK PLAZA II CONDOMINIUMS, A Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.