### **WHEN RECORDED RETURN TO:**

StorageCraft Technology Corporation 11850 Election Road Draper, Utah 84020 Attention: Brett Johnson (General Counsel) 11919285

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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
STORAGECRAFT TECHNOLOGY CORP
ATTN: BRETT JOHNSON
11850 ELECTION RD
DRAPER UT 84020
BY: SRP, DEPUTY - WI 8 P.

Space above for County Recorder's Use

Tax Parcel No. 27-36-376-020

#### MEMORANDUM OF OFFICE LEASE

THIS MEMORANDUM OF OFFICE LEASE ("Memorandum") is made and entered into effective as of the \_S day of April, 2014 ("Effective Date"), by and between DRAPER GO3, L.C., a Utah limited liability company ("Landlord"), having an address of c/o Gardner Company, 90 South 400 West, Suite 360, Salt Lake City, Utah 84101, Attention: Christian Gardner, and STORAGECRAFT TECHNOLOGY CORPORATION, a Utah corporation ("Tenant"), having an address of 11850 Election Road, Draper, Utah 84020, Attention: Brett Johnson (General Counsel).

- 1. <u>Purpose of Memorandum</u>. This Memorandum is prepared for the purpose of recording a notification as to the existence of that certain Office Lease, dated April 8, 2014, between Landlord and Tenant (the "<u>Lease</u>"), but in no way amends or modifies the express and particular provisions of the Lease. In the event of a conflict between the terms, conditions, provisions, or defined terms of the Lease and the terms, conditions, provisions, or defined terms of this Memorandum, the terms, conditions, provisions, and defined terms of the Lease shall govern and control. The Lease is incorporated into and made a part of this Memorandum.
- 2. <u>Definitions</u>. Unless otherwise indicated in this Memorandum, all capitalized terms used in this Memorandum shall have the same meaning, scope, and definition assigned to such terms in the Lease.
- 3. Term and Premises. For the initial term of ten (10) years beginning on the Commencement Date and upon the terms, conditions, and particular provisions in the Lease, Landlord leases to Tenant and Tenant leases from Landlord that certain Premises located within the Project commonly referred to by Landlord as the Galena Park development. The Premises is expected to consist of approximately 75,000 rentable square feet and will comprise of the entire third (3<sup>rd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) floors of the to-be-constructed Building. In addition, Landlord has granted Tenant certain rights to expand the Premises to other areas within the Building. The Premises and the Building are located within the Real Property more particularly described on Exhibit "A" attached hereto. In addition and upon the terms, conditions, and particular provisions in the Lease, Landlord has granted Tenant certain beneficial easements, rights-of-way, licenses, parking rights, and other rights in connection with the use of other areas within the Building and the Project, which include, but are not limited to, the Rooftop Rights,

rights to use the Generator Site, and rights to use designated common areas, limited common areas, parking areas, and other exclusive areas as specified in the Lease.

- 4. Options to Extend Term. Reference is particularly made to Section 2(d) of the Lease, wherein Tenant is given the option to extend the initial Term of the Lease, upon the terms, conditions, and particular provisions in the Lease, for two (2) consecutive periods of five (5) years each.
- 5. <u>Permitted Uses</u>. Reference is particularly made to <u>Article 1.G.</u> and <u>Article 7</u> of the Lease wherein Tenant, subject to the terms, conditions, and particular provisions in the Lease, is granted the right to use the Premises for the Permitted Uses, which generally consist of, but are not limited to, general office uses and all other lawful purposes of the type normally found in a general office setting.
- 6. <u>Right to Holdover</u>. Reference is particularly made to <u>Section 2(e)</u> of the Lease wherein Tenant, subject to the terms, conditions, and particular provisions in the Lease, is granted the right to holdover on a month-to-month basis for a period of up to three (3) months following the expiration of the Term.
- 7. <u>Exclusive Use</u>. Reference is particularly made to <u>Article 32</u> of the Lease wherein Tenant, subject to the terms, conditions, and particular provisions in the Lease, is granted the exclusive use throughout the Building and areas within the Project that are within thirty-five (35) feet of the Building to operate a business engaged in data backup or disaster recovery services.
- 8. <u>No Build Areas</u>. Reference is particularly made to <u>Section 11(h)</u> of the Lease wherein Landlord is prohibited from constructing a building, structure, or other improvements (with the exception of the parking, landscaping, trails, and other improvements contemplated on the Site Plan) within those areas identified on <u>Exhibit "B"</u> attached hereto as "No Building Zones", without first obtaining the prior written consent of Tenant.
- 9. <u>Signage</u>. Reference is particularly made to <u>Article 31</u> of the Lease wherein Tenant, subject to the terms, conditions, and particular provisions in the Lease, is granted rights to install, use, repair, replace, and maintain certain signage applicable to the Premises, the Building, and the Project, including, without limitation, certain crown signage, suite entry and lobby signage, directory signage, and top designation on certain pylon and monument signs throughout the Project and the Galena Park development.
- 10. <u>Exhibits</u>. All exhibits attached to this Memorandum are deemed to be incorporated into and made a part of this Memorandum.
- 11. <u>Headings</u>. The headings of the sections or paragraphs contained in this Memorandum are for convenience only and do not define, limit, or construe their contents.
- 12. <u>Counterparts</u>. This Memorandum may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute and deliver this Memorandum as of the Effective Date.

### **LANDLORD**:

**DRAPER GO3, L.C.**, a Utah limited liability company, by and through its Managers

THE BOYER COMPANY, L.C., a Utah limited liability company

By:	James of go
Name	Jacob L. Boyer
Its:	Managest
*** * * * * *	

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: _	cr		
Nam	e: _ h+34	in Barky	
Its: _	~~~	2	
		<i>7</i>	

### **TENANT**:

STORAGECRAFT TECHNOLOGY CORPORATION,

a Utah corporation

Ву:			
Name:			
Its:			

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute and deliver this Memorandum as of the Effective Date.

### **LANDLORD**:

DRAPER GO3, L.C.,

a Utah limited liability company, by and through its Managers

THE BOYER COMPANY, L.C., a Utah limited liability company

By:
Name:
Its:
KC GARDNER COMPANY, L.C., a Utah limited liability company
Ву:
Name:
Its:

### **TENANT**:

STORAGECRAFT TECHNOLOGY CORPORATION,

a Utah corporation

## LANDLORD ACKNOWLEDGEMENT:

STATE OF UHAH )
: ss. COUNTY OF <u>Saltlake</u> )
The foregoing instrument was acknowledged before me this 26° day of March, 2014, by Jacob L Boyer, the of The Boyer Company, L.C., a Utah limited liability company, in its capacity as a Manager of DRAPER GO3, L.C., a Utah limited liability company.
SARA BERGEN Notary Public State of Utah My Commission Expires on: April 4, 2016 Comm. Number: 654881  My Commission Expires:  NOTARY PUBLIC Residing at:
64-04-16
STATE OF <u>ITAH</u> ) : ss. COUNTY OF <u>SALT LAKE</u> )
The foregoing instrument was acknowledged before me this 28 day of MARCH, 2014, by CHRISTIAN GARDUER, the MANAGER of KC Gardner Company, L.C., a Utah limited liability company, in its capacity as a Manager of DRAPER GO3, L.C., a Utah limited liability company.
NOTARY PUBLIC Residing at:    DOTALS COUNTY NT
My Commission Expires: 10:16.16
Sonia Cortez Perez  NOTARY PUBLIC - STATE OF UTAH  My Comm. Exp. 10/16/2016  Commission # 660063

Memorandum of Lease – Acknowledgment Page

### **TENANT ACKNOWLEDGEMENT:**

STATE OF UTAH )
: ss.
COUNTY OF SUT LAKE)

The foregoing instrument was acknowledged before me this Corporation.

Thomas J. Shraw of STORAGECRAFT

NOTARY PUBLIC
Residing at: Self Lake County

**TECHNOLOGY** 

My Commission Expires: 8 5 (17



## EXHIBIT "A" TO MEMORANDUM OF OFFICE LEASE

### LEGAL DESCRIPTION OF PREMISES

The "Real Property" referenced in the foregoing Memorandum of Office Lease is located in the City of Draper, County of Salt Lake, State of Utah, and is more particularly described as follows:

LOT 1 OF DRAPER POINTE OFFICE PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 11915614.

# EXHIBIT "B" TO MEMORANDUM OF OFFICE LEASE

### **DEPICTION OF NO BUILDING ZONES**

