

Tower Name: Hill Field - LEADERSHIP LEARNING ACADEMY INC

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Return to:
Atlas Tower 1, LLC
3002 Bluff Street, Suite 300
Boulder, CO 80301

RETURNED
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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/30/2022 02:17 PM
FEE \$40.00 Pgs: 4
DEP RT REC'D FOR ATLAS TOWER 1 LLC

09-403-0301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is made upon the date of the last signee, in the recording district of Weber County, UT, by and between, LEADERSHIP LEARNING ACADEMY INC (the "Landlord"), whose address is 1111 2ND ST Ogden, UT, and Atlas Tower 1, LLC (the "Tenant"), whose address is 3002 Bluff Street, Suite 300, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following site construction completion (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of 240 months (20 years) with Four 5-year Extensions each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.
6. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

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

Tower Name: Hill Field - LEADERSHIP LEARNING ACADEMY INC

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

LANDLORD:

LEADERSHIP LEARNING ACADEMY INC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____

County of _____

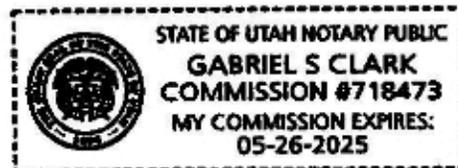
On this 8th day of December, 2021, before me personally appeared Chuma Utah, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this 8th day of December, 2021.

Notary Public

My Commission Expires: _____

5/26/25



TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____

County of _____

On this 11th day of January, 2022, before me personally appeared Helmundt Strumpher, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 11th day of January, 2022.

Notary Public

My Commission Expires: _____

Nov. 19, 2025

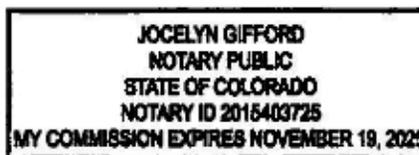


Exhibit 1

Description of Parent Tract

Real property with parcel number 094030301 and an assessor legal description of ALL OF LOT 301, WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 3. CONT. 5.02000 ACRES.

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EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available.