13176628 1/23/2020 3:45:00 PM \$40.00 Book - 10888 Pg - 661-665 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 5 P.

Parcel Tax ID: 14-11-427-011-0000

PREPARED BY:
Paul Hastings LLP
71 South Wacker Dr., Suite 4500
Chicago, IL 60601
Attn: Gregory E. Spitzer, Esq.

TO BE RETURNED TO: Chicago Title Insurance Company 10 South LaSalle St., Suite 3100 Chicago, IL 60603 Attn: Robert Strybel

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "Memorandum") is executed effective as of January 22, 2020, by and between PIONEER METAL FINISHING, LLC, a Wisconsin limited liability company ("Sublandlord"), whose address is c/o Aterian Investment Partners II, LP, 11 E 44th Street, Suite 1803, New York, New York 10017, Attention: Brandon Bethea; Daniel Krasnow, and PILKINGTON METAL FINISHING, LLC, a Utah limited liability company ("Subtenant").

Recitals

WHEREAS, Store Capital Acquisitions, LLC, a Delaware limited liability company, and Sublandlord entered into that certain Second Amended and Restated Master Lease Agreement (the "Prime Lease") of even date herewith (the "Effective Date"),

WHEREAS, Sublandlord and Subtenant entered into that certain Sublease (the "<u>Sublease</u>") on the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Sublandlord has leased to Subtenant, and Subtenant has rented and leased from Sublandlord, on and subject to the terms, provisions and conditions of the Sublease, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the

"Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Sublease;

NOW, THEREFORE, Sublandlord and Subtenant hereby make specific reference to the following terms, provisions and conditions of the Sublease:

- 1. The term of the Sublease commences as of the Effective Date and expires on July 31, 2038, unless extended as provided below or terminated sooner as provided in the Sublease. The Rent for the initial term of the Lease is \$561,875.00, subject to escalations as and to the extent set forth in the Sublease.
- 2. Subtenant may assign its interest in the Sublease only in accordance with the express terms and conditions of the Sublease.
- 3. The Sublease is a "true sublease"; the only relationship created thereby is that of sublandlord and subtenant. Subtenant is not an agent, legal representative, partner, subsidiary, or employee of Sublandlord. Sublandlord is not responsible for any of the debts, obligations or losses of Subtenant.
- 4. Original copies of the Sublease are in the possession of Sublandlord and Subtenant. The Sublease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Sublease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Sublease as fully as if the same had been set forth herein. Additional information concerning the terms of the Sublease can be obtained by persons with a legitimate interest therein from Sublandlord or Subtenant at the addresses set forth above.
- 5. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Sublease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Sublease, the terms of the Sublease shall control.
- 6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

SUBTENANT:

PILKINGTON METAL FINISHING, LLC, a

Utah limited liability company

Name: Robert Kevin Stevick

Title: President

STATE OF WISCONSIN COUNTY OF BROWN

Personally appeared before me the undersigned authority in and for the said County and State, on this 13+10 day of January, 2020, within my jurisdiction, the within named Robert Kevin Stevick, who acknowledged that he is the President of PILKINGTON METAL FINISHING, LLC, a Utah limited liability company, for an on behalf of said limited liability company and as its act and deed as said President, he executed and delivered the above and foregoing instrument of writing on the day and y therein mentioned, having first been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal of office.

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

SUBLANDLORD:

PIONEER METAL FINISHING, LLC, a

Wisconsin limited liability company

Name: Robert Kevin Stevick Title: Chief Executive Officer

STATE OF WISCONSIN SS

Personally appeared before me the undersigned authority in and for the said County and State, on this 13th day of January, 2020, within my jurisdiction, the within named Robert Kevin Stevick, who acknowledged that he is the Chief Executive Officer of PIONEER METAL FINISHING, LLC, a Wisconsin limited liability company, for an on behalf of said limited liability company and as its act and deed as said Chief Executive Officer, he executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having first been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal of office.

My Commission Expires:

1-9-2003

EXHIBIT A

PROPERTY

Property Address:

1225 S. Legacy View Street, Salt Lake City, UT 84104

Parcel Tax ID:

14-11-427-011-0000

Legal Description:

Lot 13, LEGACY INDUSTRIAL PARK, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

ALSO:

A strip of land situate in the Southeast quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°55'44" West along the South line of said Section 11 a distance of 40.00 feet; thence North 00°01'23" East a distance of 1164.85 feet to the point of beginning; thence North 89°58'37" West a distance of 50.00 feet; thence North 00°01'23" East a distance of 360.00 feet; thence South 89°58'37" East a distance of 50.00 feet; thence South 00°01'23" West a distance of 360.00 feet to the point of beginning.