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RASHELLE HOBBS
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 5 P.

Memorandum of Lease

When recorded, please return to:
Gary L. Longmore
Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

Parcel Identification No. 15-23-176-007-0000
15-23-176-009-0000

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) is made effective as of the [1st] day of [September], 2020, by The Brierley Family, LLC, a Utah limited liability company (“Lessor”), pursuant to that certain Amended and Restated Commercial Real Estate Lease dated effective as of September 1, 2020 (the “Lease Agreement”), between Lessor, as lessor, and Maxtec, LLC, a Utah limited liability company (“Lessee”), as lessee.

1. Lease of Property. For and in consideration of the rents reserved and the terms and conditions more particularly set forth in the Lease Agreement, and other good and valuable consideration, Lessor has leased to Lessee that certain property located in Salt Lake County, State of Utah, and described on **Exhibit A** attached hereto (the “Property”). The Lease contains a certain right of first refusal to purchase the Property in favor of Lessee, as further set forth in the Lease.

2. Term. The initial term of the Lease Agreement is through January 31, 2025. The term of the Lease Agreement may be extended for two (2) additional consecutive periods of sixty (60) months each, all on the terms and conditions in the Lease. Lessor has agreed that this Memorandum shall not be terminated or modified without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Effect of Memorandum. This Memorandum, and the rights and obligations of the parties hereunder, are subject to all of the terms and conditions of the Lease Agreement. The Lease Agreement is hereby incorporated by reference as if fully set forth herein. This Memorandum does not supersede, replace, amend or otherwise affect the Lease Agreement, it being intended that the provisions of this Memorandum are in addition, to, and not in lieu of, the provisions of the Lease Agreement. To the extent of any conflict between any provision of this Memorandum and any provision of the Lease Agreement, the Lease Agreement and not this Memorandum, shall control and govern.

4. Successors and Assigns. Lessor and Lessee hereby ratify and confirm the Lease Agreement, which shall remain in full force and effect in accordance with its terms notwithstanding any conflict between the Lease Agreement and this Memorandum. This Memorandum and the Lease Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

5. Governing Law. This Memorandum and the Lease Agreement are governed by Utah law.

Executed as of the date first above written.

LESSOR:

THE BRIERLEY FAMILY, LLC,
a Utah limited liability company

By: *Bruce Brierley*
Name: Bruce Brierley

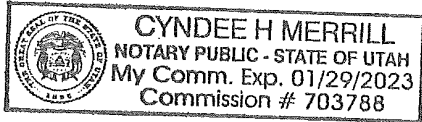
Its: Member

By: *Mary Brierley*
Name: Mary Brierley

Its: Member

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

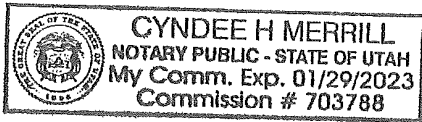
The foregoing instrument was acknowledged before me this 27th day of August, 2020,
by Bruce Brierley, Member of The Brierley Family, LLC, a Utah limited liability company.



Cyndee H Merrill
Notary Public

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

The foregoing instrument was acknowledged before me this 27th day of August, 2020,
by Mary Brierley, Member of The Brierley Family, LLC, a Utah limited liability company.



Cyndee H Merrill
Notary Public

[Lessee signature on next page]

[Lessor Signature Page to Memorandum of Lease]

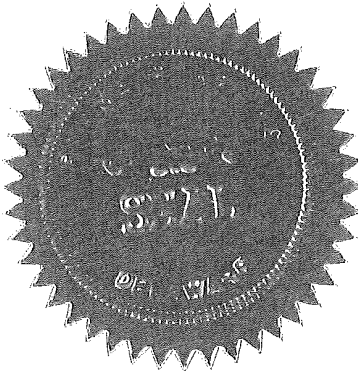
LESSEE:

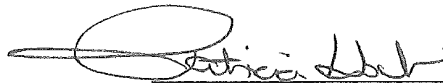
MAXTEC, LLC,
a Utah limited liability company

By: 
Name: Sharon Bracken
Its: President & CEO

STATE OF New Jersey)
: ss.
COUNTY OF Ocean)

The foregoing instrument was acknowledged before me this 14th day of September, 2020,
by Sharon Bracken President of Maxtec, LLC, a Utah limited liability company.
CEO




Notary Public

Patricia M Hoch
Notary Public
New Jersey
My Commission Expires 2-24-22
No. 2456249

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Real property in the County of Salt Lake, State of Utah, described as follows:

The consolidated parcel combining tax parcels 15-23-176-007 and 15-23-176-009 situate in the West Half of the Northwest Quarter of Section 23, township 1 South, Range 1 West, Salt Lake base and meridian, described as follows:

Beginning at a point which is South 1471.81 feet and East 1588.15 feet from the Northwest Corner of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, basis of bearing is North 89°59'15" East 2638.94 feet measured between said Northwest Corner and the North Quarter Corner of same said section, said point of beginning being on a 450.00 foot radius curve to the right; thence 165.36 feet along the arc of said curve, chord bears North 14°36'17" East 164.43 feet, to a point of a 745.00 foot radius compound curve to the right; thence 182.80 feet along the arc of said curve, chord bears North 32°09'39" East 182.34 feet, to a point on a 90.00 foot radius curve to the left; thence 44.92 feet along the arc of said curve, chord bears South 73°09'05" East 44.45 feet; thence South 41°54'55" East 873.83 Feet to a point on the northerly right of way line of 2320 South Street; thence South 89°55'00" West 743.09 feet along said northerly right of way line; thence North 34°49'36" West 29.01 feet to a point on the easterly right of way line of 1070 West Street; thence North 00°03'40" West 107.66 feet along said easterly right of way line of 1070 West Street; thence South 89°56'20" West 6.0 feet; to a point on said easterly right of way line; thence North 00°03'40" West 114.34 feet along said easterly right of way line; thence North 02°37'24" East 37.93 feet along said easterly right of way line; thence South 89°44'14" East 7.31 feet; thence North 17°33'30" East 21.44 feet; thence North 00°06'01" West 46.61 feet; thence West 14.33 feet to the point of beginning.