When recorded, mail to:

Michael J. Lusardi Dickinson Wright PLLC 2600 Word Big Beaver Road, Suite 300 Troy, Michigan 48084-3312

APN: 06-392-0002

RECORD & RETURN TO:
OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY
2 Hudson Place, 5th Floor
Hoboken, NJ 07030
(201) 610-9455

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/10/2020 12:49 PM
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JAN 1 0 2020

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated as of this day of November, 2019, between RIMINI PROPERTIES, LLC, a Utah limited liability company, having an address at 259 River Bend Way, Suite 102, North Salt Lake City, Utah 84054 ("Landlord"), and FCA US LLC, a Delaware limited liability company, having an address at 1000 Chrysler Drive, CIMS 485-14-23, Auburn Hills, Michigan 48326, Attn: Manager, Corporate Real Estate ("Tenant").

WITNESSETH:

In consideration of the mutual promises, covenants and agreements more particularly set forth in a certain Commercial and Industrial Lease dated November 4, 2019, between Landlord and Tenant (the "Lease"), Landlord and Tenant do hereby agree as follows (the capitalized terms used and not otherwise defined herein having the meanings ascribed to them in the Lease):

- 1. <u>Premises</u>. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term hereinafter provided, and any extension thereof, those certain premises comprised of the two South Units of Building E, Parrish Creek Business Center, North 950 West, Centerville, Utah Davis County, Utah (the "<u>Building</u>"), which Building and premises shall be constructed by Landlord in accordance with the terms and conditions of the Lease, on the land more particularly described in <u>Exhibit A</u> hereto within the Parrish Creek Business Center (the "<u>Center</u>"), together with Tenant's nonexclusive right to use all beneficial easements, driveways, sidewalks, parking, loading areas, landscape areas and any detention and/or retention ponds benefitting such Building and the balance of the Center.
- 2. <u>Term.</u> (a) The initial term of the Lease (the "<u>Initial Term</u>") shall be 60 months (five (5) years), beginning on the date of Substantial Completion, which Landlord anticipates will be not later than January 1, 2020 (the "<u>Estimated Substantial Completion Date</u>").
- (b) Tenant, at its option, may extend the term of the Lease for one (1) period of 36 months (three (3) years), which option shall be exercised, if at all, by written notice to Landlord no later than six (6) months prior to the expiration of the Initial Term.

3217421 BK 7426 PG 1295

- (c) If Landlord does not deliver possession of the premises identified herein to Tenant within sixty (60) days of the Estimated Substantial Completion Date, plus such additional time as may constitute Tenant Delay, then Tenant shall have the right to terminate the Lease by written notice to Landlord.
- 3. <u>Purpose</u>. The sole purpose of this instrument is to give notice of the Lease and all its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. In the event of any inconsistency between this Memorandum and the Lease, the terms and conditions of the Lease shall control.
- 4. <u>Binding Effect</u>. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, tenants and subtenants. All covenants and agreements of this instrument and the Lease shall run with the land and be a benefit thereto and burden thereon, except that said covenants and agreements shall cease and be of no further force and effect after the expiration or earlier termination of the Lease (except as otherwise expressly set forth in the Lease).
- 5. <u>Counterparts/Electronic Signatures</u>. This instrument may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. The parties hereto agree that separate counterparts of this Memorandum may be signed and together shall constitute one Memorandum. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals. Each party agrees that the use of electronic signatures of the parties in this Memorandum are intended to authenticate this Memorandum and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures means any electronic sounds, symbols, or processes attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including .pdf, facsimile, or email electronic signatures.

[remainder of page intentionally left blank]

3217421 BK 7426 PG 1296

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

	(LANDLORD)
	RIMINI PROPERTIES, LLC, a Utah limited liability company
	ву:
_	Its: Manager
	(TENANT)
	FCA US LLC, a Delaware limited liability company
	By: Shetchen Snego Its: <u>Screetor, Yreacury</u>
_	Its: <u>Screetor, Preaccing</u>

[acknowledgments on the following page]

<u>ACKNOWLEDGEMENTS</u>	
STATE OF DAVIS SS	
This instrument was acknowledged be as the of RIMINI PRO on behalf of said limited liability company. JAN B. THOMAS Notary Public, State of Utah Commission #693926 My Commission Expires April 3, 2021	efore me on 11 7 2019, by Thomas D. St. PERTIES, LLC, a Utah limited liability company, (Signature of Notarial Officer) (Signature of Notarial Officer) (Signature of Notarial Officer)
(Seal, if any)	My Commission Expires: 4-3-21
STATE OF MICHIGAN) SS COUNTY OF OAKLAND)	
This instrument was acknowledged before me on November 4, 2019, by Gretchen Sonego, as the Director, Tieas UN of FCA US LLC, a Delaware limited liability company, on behalf of said limited liability company.	
	(Signature of Notarial Officer) (Daviana County, Michigan
(Cool if ony)	My Commission Expires: Lune 9, 2004 Acting in Oakland County, M
(Seal, if any) DRAFTED BY AND WHEN	

RECORDED RETURN TO:

Michael J. Lusardi Dickinson Wright PLLC 2600 West Big Beaver Road, Suite 300 Troy, Michigan 48085 (248) 433-7200

EXHIBIT A

LEGAL DESCRIPTION OF LAND

That certain real property located in Davis County, Utah, more particularly described as follows:

Parcel 1:

Lot 2, Parrish Creek Subdivision, according to the official plat thereof, on file and of record in the office of the Davis County Recorder, recorded December 29, 2017 as Entry No. 3067633 in Book 6921 at Page 119.

Parcel 1A:

Together with non-exclusive easements as created, limited and defined by that certain Declaration of Covenants, Conditions, Restrictions and Easements for Parrish Creek made by RIMINI Properties, LLC, a Utah limited liability company, dated October 19, 2017 and recorded October 31, 2017 as Entry No. 3055346, in Book 6882, Page 1640, of Official Records.

APN: 06-392-0002

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