

Recording Requested By and
When Recorded Return To:

DLA Piper LLP (US)
444 W. Lake Street
Suite 900
Chicago, Illinois 60606
Attn: Caryn S. Englander

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereinafter, "**Memorandum**") is made and entered into as of the 22nd day of January, 2019 (the "**Effective Day**") by and between **612 NORTH STATE STREET LLC**, a Utah limited liability company ("**Landlord**") and **IMO US UTAH, LLC**, a Delaware limited liability company ("**Tenant**"), on the covenants, terms and conditions set forth below.

RECITALS:

A. Landlord is the fee owner of that certain parcel of land consisting of approximately 1.40 acres (the "**Land**") located at 612 State Street, Lindon, Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein, which Land is currently improved with a building. The improvements (including but not limited to such building) existing on the Land as of the Effective Date together with any and all additions, alterations, extensions and modifications thereto made by Tenant during the Term may be referred to collectively as the "**Improvements**". The Land, the Improvements, all water rights, and all easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the use and benefit of the Land and Improvements, the "**Premises**".

B. Landlord and Tenant have entered into this Memorandum to confirm the lease of the Premises and to provide notice to any interested party of such Lease and of certain terms and provisions thereof.

NOW, THEREFORE, the parties state and agree as follows:

For good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term**. The term of the Lease shall commence on the Effective Date and the initial term shall be twenty (20) years.
2. **Extension Options**. Tenant has the right to extend the Term for up to four (4) additional terms of five (5) years.
3. **Non-Disturbance**. It shall be a condition of subordination of the Lease to any ground lease, mortgage, deed of trust or other similar security instrument encumbering the Property or any portion thereof that the party or parties having the benefit of same shall enter into a non-disturbance agreement benefitting Tenant in a form and substance reasonably acceptable to Tenant.
4. **Additional Provisions**. The entirety of the Lease is hereby incorporated by reference, and all of the terms thereof shall apply to and be binding upon Landlord and Tenant in connection with this Memorandum. This Memorandum is being entered into and recorded in order to give constructive notice to third parties as to the existence of the Lease and Tenant's rights thereunder. To the extent that a conflict or inconsistency may exist between any term or condition of this Memorandum and any term or condition contained in the Lease, such term or condition contained in the Lease shall govern and control.
5. **Counterparts**. This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.
6. **Binding Effect**. All of the terms, covenants, conditions, and obligations set forth in this Memorandum shall run with the land and inure to the benefit of, and bind Landlord, Tenant and their respective personal representatives, heirs, successors, transferees and assigns.
7. **Defined Terms**. Capitalized terms used but not defined in this Memorandum shall have the meanings ascribed to such terms in the Lease.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Memorandum is dated as of the date and year first written above.

TENANT:

IMO US UTAH, LLC, a Delaware limited liability company

By: Jean Jacquemetton
Name: Jean Jacquemetton
Title: Vice President & Secretary

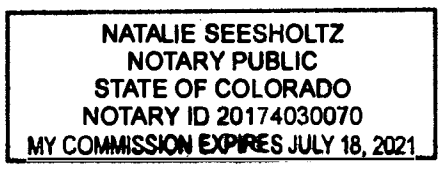
STATE OF Colorado
COUNTY OF Grapeland

The foregoing instrument was acknowledged before me this 8 day of January, 2019, by Jean Jacquemetton as Vice President & Secretary of IMO US UTAH, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: July 18, 2021

Natalie Seesholtz
Notary Public



LANDLORD:

612 NORTH STATE STREET LLC, a Utah limited liability company

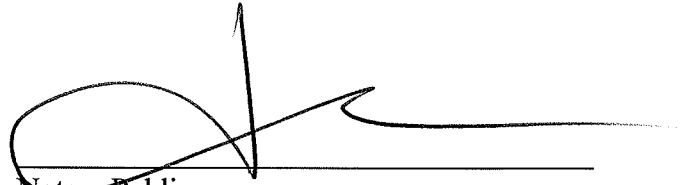
By: *MA*
Name: Michael J. Aviles
Its: Sole Member

STATE OF NY
COUNTY OF New York

The foregoing instrument was acknowledged before me this 23rd day of January, 2019,
by Michael J. Aviles as the Sole Member of 612
NORTH STATE STREET LLC, a Utah limited liability company.

Witness my hand and official seal.

My commission expires: 12-27-2020



Notary Public

NATASCIA AYERS
NOTARY PUBLIC-STATE OF NEW YORK
No. 02AY6352306
Qualified in New York County
My Commission Expires 12-27-2020

Exhibit A**Legal Description**

PARCEL 1: (14-046-0055)

BEGINNING NORTH 550.72 FEET AND WEST 919.70 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°18'00" WEST 151.84 FEET TO THE EAST LINE OF STATE ROAD; THENCE NORTH 42°11'00" WEST 137.60 FEET ALONG SAID STREET LINE; THENCE NORTH 60°19'00" EAST 74.00 FEET ALONG FENCE LINE; THENCE NORTH 00°22'20" WEST 247.38 FEET ALONG THE CENTERLINE OF CANAL; THENCE NORTH 87°49'50" EAST 123.81 FEET; THENCE SOUTH 08°30'30" EAST 390.46 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING ANY PORTION LYING WITHIN THE 600 NORTH STREET RIGHT OF WAY.

PARCEL 2: (49-091-0031)

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 600 NORTH STREET, SAID POINT BEING LOCATED NORTH 574.34 FEET AND WEST 923.23 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°08'10" AN ARC LENGTH OF 107.32' FEET (THE CHORD OF WHICH BEARS SOUTH 69°04'05" WEST, 105.64 FEET); TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°13'55" AN ARC LENGTH OF 45.15 FEET (THE CHORD OF WHICH BEARS NORTH 85°23'03" WEST, 41.01 FEET) TO THE EAST LINE OF STATE ROAD; THENCE NORTH 42°16'06" WEST ALONG SAID EASTERLY LINE, 39.96 FEET; THENCE NORTH 88°19'19" EAST, 166.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.