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E# 2792009 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
06-May-16 0139 PM FEE \$22.00 DEP LK  
REC FOR: FIRST AMERICAN TITLE INSURANCE CO  
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO MEMORANDUM OF LEASE**

**FOR PREMISES LOCATED AT**

**1800 SOUTH 1100 WEST, OGDEN, UTAH**

**BETWEEN**

**MOUNTAIN STATES MANAGEMENT, L.C., AS LESSOR**

**AND**

**INSURANCE AUTO AUCTIONS, INC., AS LESSEE**

**DATED: APRIL 11, 2016**

DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Richard P. Hoopis  
Insurance Auto Auctions, Inc.  
Two Westbrook Corporate Center  
Suite 500  
Westchester, IL 60154

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NCS 791963 06

RPH

**FIRST AMENDMENT TO MEMORANDUM OF LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is made as of this 11 day of April, 2016, by and between **MOUNTAIN STATES MANAGEMENT, L.C.**, a Utah limited liability company ("Lessor"), and **INSURANCE AUTO AUCTIONS, INC.**, an Illinois corporation ("Lessee").

1. Lessor and Lessee entered into that certain Lease dated as of April 29, 2003 (the "Original Lease"), pursuant to which Lessor leased to Lessee the property commonly known as 1800 South 1100 West, Ogden, Utah 84401, legally described on Exhibit A attached hereto, consisting of approximately twenty-two (22) acres together with all buildings and improvements located thereon, the parking and loading areas, if any, and all easements, rights-of-way, and other rights appurtenant thereto (the "Premises").

2. The Lease is evidenced by that certain Memorandum of Lease dated as of April 29, 2003 and recorded with the Weber County, Utah Recorder on April 29, 2003 as Instrument No. 1934204 and Book 2359, Page 590 (the "Original Memorandum").

3. Pursuant to that certain First Amendment to Lease, dated as March 17, 2016 (the "Amendment", together with the Original Lease, the "Lease"), the parties modified the Lease to provide for, among other things, (a) the extension of the Lease Term to April 30, 2023, (b) the increase of the Base Rent and (c) that Lessee shall have the option to extend the Lease for (i) a period running from May 1, 2023 through July 31, 2031 and (ii) thereafter for two (2) additional successive periods of five (5) years. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Lease.

4. The purpose of this Amendment is to give public record notice of the foregoing modifications to the Lease set forth in the Amendment, and all of the terms and conditions of the Lease and all of the obligations and rights of Lessor and Lessee with respect to the Premises are set forth in the Lease. In the event of any inconsistency between the terms of this instrument and the terms of the Lease, the terms of the Lease shall prevail as between the parties hereto.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and together the counterparts shall constitute one instrument.

[Signature Page Follows]

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

**LESSOR:**

**LESSEE:**

**MOUNTAIN STATES MANAGEMENT,  
L.C., a Utah limited liability company**

**INSURANCE AUTO AUCTIONS, INC.,  
an Illinois corporation**

By: Dana Baur  
Name: Dana Baur  
Title: Member / Manager

By: [Signature]  
Name: Sonya L. Kelley  
Title: VP & General Counsel


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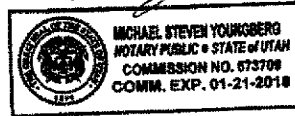
ACKNOWLEDGMENTS

STATE OF Utah )  
 )  
COUNTY OF Weber ) ss.

On April 22, 2016, before me, the undersigned, a notary public, personally appeared Dana Baur, the member/Manager of Mountain States Management, L.C., a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon which behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

On ~~April~~ May 4, 2016, before me, the undersigned, a notary public, personally appeared Sidney Kertey, the Officer of Insurance Auto Auctions, Inc., an Illinois corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon which behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public




APY

EXHIBIT A  
LEGAL DESCRIPTION OF PREMISES


PARCEL I

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE GRANTORS LAND AT A POINT 44.20 FEET NORTH 89D14'31" (33 FEET WEST, DEED) ALONG THE NORTH SECTION LINE FROM THE NORTHEAST CORNER (THE ORIGINAL CORNER OF SECTION 25, BEING 69.11 FEET SOUTH 22D23'35" WEST FROM THE NEW CORNER ESTABLISHED BY WEBER COUNTY SURVEYORS OFFICE IN 1983) ~~OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE~~ MERIDIAN, AND RUNNING THENCE SOUTH 0D26'10" WEST 574.79 FEET (SOUTH 594.9 FEET, DEED) ALONG THE EAST BOUNDARY LINE FENCE OF THE GRANTORS LAND TO THE SOUTH BOUNDARY LINE FENCE OF SAID GRANTORS LAND, THENCE NORTH 88D57' WEST 962.49 FEET (WEST, DEED) ALONG SAID SOUTH BOUNDARY LINE FENCE TO THE WEST BOUNDARY LINE FENCE OF SAID GRANTORS LAND, THENCE NORTH 11D45'30" EAST 580.55 FEET (NORTH 11D00' EAST 604.00 FEET, DEED) ALONG SAID WEST BOUNDARY LINE FENCE TO THE NORTH BOUNDARY LINE FENCE OF SAID GRANTORS LAND, ALSO BEING THE NORTH SECTION LINE OF SAID SECTION 25, THENCE SOUTH 89D14'30" EAST 848.47 FEET (NORTH 89D31' EAST, DEED) ALONG SAID NORTH BOUNDARY LINE FENCE TO THE POINT OF BEGINNING.

15-066-0087 

PARCEL II

A PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE NORTH 7.5 CHAINS ALONG QUARTER SECTION LINE, THENCE EAST 3.75 CHAINS TO A CERTAIN SLOUGH, THENCE SOUTHWESTERLY ALONG SLOUGH TO SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST TO BEGINNING.

12-102-0021 

PARCEL III

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SAID SECTION 24, AND RUNNING THENCE WEST 3.25 CHAINS, THENCE NORTH 4.5 CHAINS, THENCE WEST 363 FEET, THENCE NORTH TO OLD BANK OF WEBER RIVER, THENCE FOLLOWING UP SAID OLD BANK OF WEBER RIVER IN AN EASTERLY DIRECTION TO EAST LINE

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OF SAID SOUTHEAST QUARTER OF SECTION 24, THENCE SOUTH ALONG SECTION  
LINE TO BEGINNING. SUBJECT TO DIKE EASEMENT (690-571) EXCEPT 0.9 OF AN  
ACRE M/L DEEDED TO WEBER BASIN (842-437).

15-063-0021 *PB*

*RPX*