

**BK: R 8146
PG: 963 - 967**

RECORDED:

04/23/2019

08:33:15 AM

DEPUTY-GB

BY: W STEVEN PARRISH

2019019581

NC FEE \$26.00

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

Prepared by and after recording return to:

Brian T. Pearce, Esq.
Nexsen Pruet, PLLC
Post Office Box 3463
Greensboro, NC 27402

NORTH CAROLINA

MEMORANDUM OF LEASE

GUILFORD COUNTY

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the 16th day of April, 2019, by and between **LARS RE, LLC**, a North Carolina limited liability company (the "Landlord"), and **Amazon.com Services, Inc.**, a Delaware corporation (the "Tenant").

The names and addresses of the parties to the Lease are

Landlord: LARS RE, LLC
 309 Gallimore Dairy Rd.
 Suite 102
 Greensboro, NC 27409

Tenant: Amazon.com Services, Inc.
 410 Terry Ave. N
 Seattle, WA 98109-5210

Landlord hereby leases to Tenant for a term of ten (10) years subject to extension as described in the Lease (with five (5) additional option terms of an additional five (5) years each available to Tenant) beginning on the later of (i) August 30, 2019 or (ii) the actual date of Substantial Completion (defined in the Development Agreement between Landlord and Tenant), less the number of days resulting from Tenant Delay (defined in the Development Agreement between Landlord and Tenant) and continuing through that date which is the last date of the first full month following the tenth anniversary of the Commencement Date unless extended as provided in the Lease, that property known as 7941 National Service Road, Colfax, NC 27235 (the "Property") together with all

easements, rights, privileges, and appurtenances granted to Tenant pursuant to the Lease or otherwise appurtenant to the Property. The Property leased by Landlord to Tenant is more specifically set forth in the Lease and is more specifically described on **Exhibit A** attached hereto. Upon certain terms and conditions set forth in the Lease (defined below), the Tenant has a right of first offer to purchase the Property during the term of the Lease.

The provisions set forth in a written agreement between the parties entitled "Lease Agreement" of even date herewith (the "Lease") are hereby incorporated in this Memorandum, to the extent as if all the terms, covenants and conditions were set forth herein.

This Memorandum is entered into by the parties, and is to be recorded only to set forth the Lease as a matter of record. Nothing contained in this Memorandum shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Lease itself or the rights and obligations of the parties thereto as provided therein. All capitalized terms in this Memorandum shall have the meaning ascribed in the Lease. In the event of any conflict or ambiguity between the terms of this Memorandum or the terms of the Lease, the terms of the Lease shall prevail. Reference is hereby made to the Lease for all of the terms, covenants, and conditions thereof.

[SIGNATURES TO FOLLOW]

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

LANDLORD:

LARS RE, LLC

By: Arthur L. Samet
Name: Arthur L. Samet
Title: Manager
Date: 4/16/19

Guilford COUNTY
NC

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Arthur L. Samet, Manager of LARS RE, LLC, a North Carolina limited liability company.

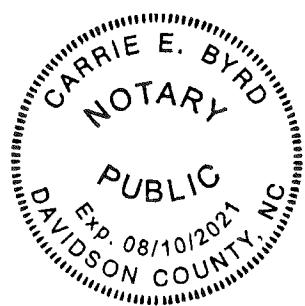
Date: 4/16/19

Carrie E. Byrd Notary Public

My commission expires: Aug 10 2021

Carrie E. Byrd Printed Name

Seal



TENANT:

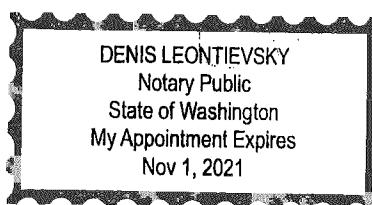
AMAZON.COM SERVICES, INC.

By: 
Name: Craig Brandt
Title: Authorized Representative
Date: 4.16.2019

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 16th day of April, 2019, before me personally appeared Craig Brandt, to me known to be the Authorized Representative of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated this 16th day of April, 2019.



[Notary Seal]


Print name: Denis Leontievsky
Notary Public in and for the State of
Washington
residing at Tacoma
My appointment expires: Nov. 1, 2021

EXHIBIT A
(Legal Description of the Property)

PROPOSED DIVISION OF PIEDMONT CORPORATE PARK, LOT 2-E

All that certain lot or parcel of land located in the City of High Point, Guilford County, North Carolina, being more particularly described as follows:

BEGINNING at a metal rebar found at the intersection of the southerly right-of-way line of National Service Road [SR 1883] and the westerly right-of-way line of Piedmont Triad Parkway, said rebar being the northeasterly corner of Lot 2-E of Piedmont Corporate Park as shown in Plat Book 162, Page 50, Guilford County Register of Deeds; running thence with the westerly right-of-way line of Piedmont Triad Parkway South 02 deg 44'35" East a distance of 861.98 feet to a metal rebar found, the northeasterly corner of Lot 1 of the AMP Inc. Subdivision, as shown in Plat Book 122, Page 132, Guilford County Register of Deeds; thence with the northerly line of said AMP Inc. Lot 1 South 80 deg 27'57" West a distance of 736.01 feet to a point; thence a new line the following three courses and distances: 1) North 02 deg 44'35" West a distance of 890.04 feet to a point; 2) North 83 deg 31'30" West a distance of 121.59 feet to a point; and 3) North 06 deg 28'30" East a distance of 177.29 feet to a point in the southerly right-of-way line of National Service Road [SR 1883]; thence with the southerly right-of-way line of National Service Road South 83 deg 23'15" East a distance of 833.56 feet to the point and place of BEGINNING, containing 16.639 acres, more or less, BEING the easterly portion of Lot 2-E of Piedmont Corporate Park as shown in Plat Book 162, Page 50, Guilford County Register of Deeds.