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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MEMORANDUM OF LEASE
2017 019881

2017 MAR 29 AM 9:00

STATE OF INDIANA
COUNTY OF LAKE

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KNOW ALL MEN BY THESE PRESENTS:
MICHAEL B. BROWN
RECORDER

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by and between ARTIM INDUSTRIAL PROPERTY ("Landlord"), and COPART OF CONNECTICUT, INC., a Connecticut corporation ("Tenant").

RECITALS

1. **Lease.** Landlord and Tenant entered into that certain General Lease, effective as of January 23, 2014, amended by First Amendment to Lease Agreement effective December 22, 2015 (as amended or modified, the "Lease"), pursuant to which Landlord leased to Tenant certain real property (the "Premises") in Lake County, Indiana, as more particularly described on the attached Exhibit "A", which is referred to herein as the Premises; capitalized terms used herein but not defined shall have the meaning given to such terms in the Lease.

2. **Purpose of Memorandum.** This Memorandum is entered into for the purpose of recording and giving notice of the provisions of the Lease, including, but not limited to, the following provision:

- a. **Term.** The term of the Lease is for a period of years, with the option to extend the term for additional periods, unless the Term is sooner terminated as provided in the Lease.
- b. **Right of First Refusal.** Tenant holds a right of first refusal to purchase the Premises on terms and conditions set forth in the Lease.

3. **Termination.** Upon expiration or earlier termination of the Lease, this Memorandum shall be of no further force and effect.

4. **Interpretation.** The provisions in this Memorandum are not intended to, and shall not, amend, modify, or alter the terms and provisions of the Lease or otherwise affect the agreements, responsibilities and obligations of the parties under the Lease. The provisions of this Memorandum shall not be used in interpreting the Lease. In the event of a conflict between the Lease and this Memorandum, the Lease shall control.

5. **Counterparts.** This Memorandum may be executed by the parties separately in counterparts and the signature and acknowledgement pages from separately executed counterparts may be combined to form multiple fully-executed counterparts.


6. **Successors.** This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-interest, heirs and assigns.

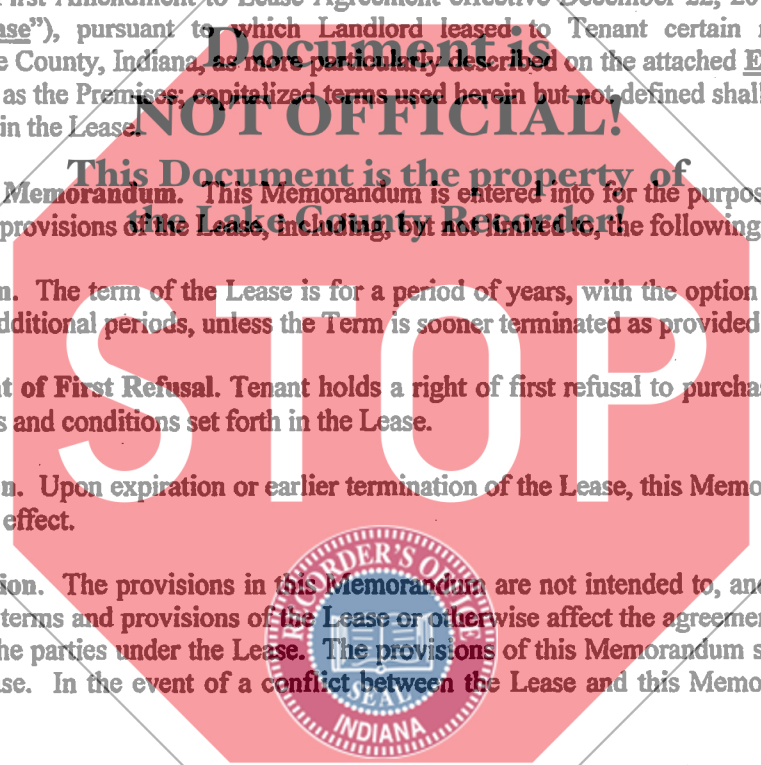
[Signature Page Follows]

001679

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: 



FILED

MAR 24 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

AMOUNT \$ 22-24⁰⁰
 CASH 2⁰⁰ CHARGE _____
 CHECK # 1029987
 OVERAGE 1067039
 COPY _____
 NON-COM
 CLERK Rm

EXECUTED on the 20 day of Dec, 2016.

LANDLORD:

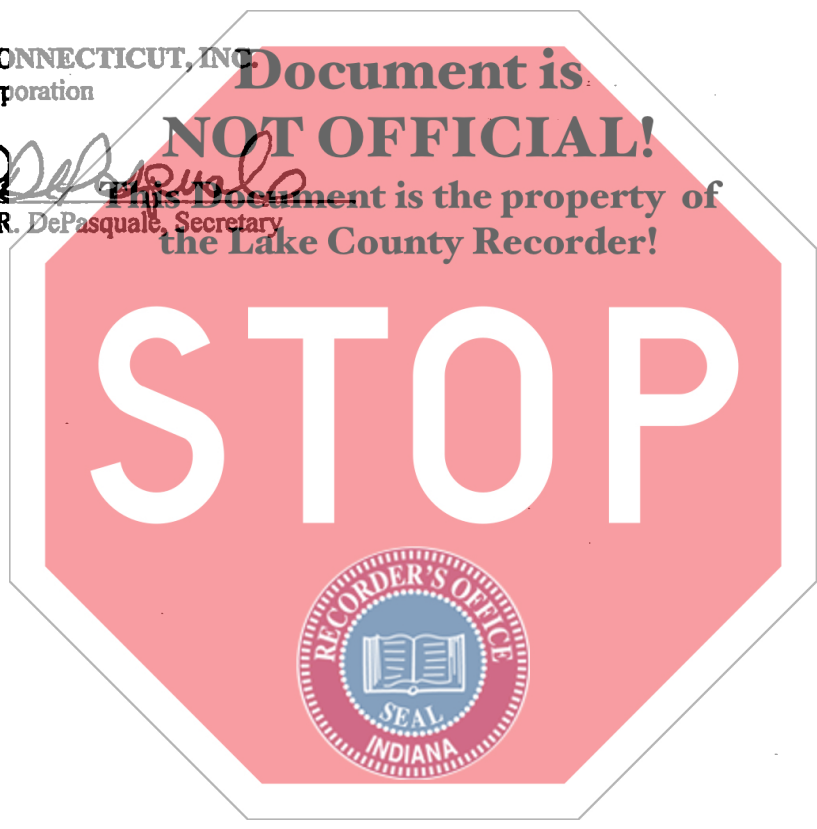
ARTIM INDUSTRIAL PROPERTY

By: 
Ralph B. Artim, Owner

TENANT:

COPART OF CONNECTICUT, INC.
a Connecticut corporation

By: 
Gregory R. DePasquale, Secretary



STATE OF INDIANA

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§

COUNTY OF LAKE

On the 20 day of December, 2016, before me, Nicolette A Borys
Notary Public in and for said state, personally appeared Ralph D. Artim, 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 behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.



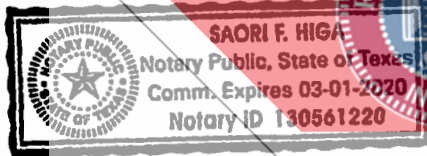
Nicolette A Borys
Notary Public in and for said State



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 20th day of December, 2016, by
Gregory R. DePasquale, Secretary of Connecticut, Inc., a Connecticut corporation, on behalf of said
corporation.



Saori Higa
Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:



Copart of Connecticut, Inc.
14185 Dallas Parkway, Suite 300
Dallas, TX 75254
Attn: Randy A. Racine

STATE OF INDIANA §
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COUNTY OF LAKE §

On the _____ day of _____, 2016, before me, _____, a Notary Public in and for said state, personally appeared Ralph D. Artim, 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 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State

I AFFIRM, UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

PREPARED BY: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 2016, by Gregory R. DePasquale, Secretary of Connecticut, Inc., a Connecticut corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:

Copart of Connecticut, Inc.
14185 Dallas Parkway, Suite 300
Dallas, TX 75254
Attn: Randy A. Racine

EXHIBIT A

DESCRIPTION

See Attached Following this Page



Parcel B

A part of the Southeast Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, North Township, Lake County, Indiana, more particularly described as follows: Commencing at the point of intersection of the East line of said Section 5 and the South line of a parcel as described in Book 404 Page 533, in the Office of the Recorder, Lake County, Indiana, thence along said South line, North 70 degrees 16 minutes 53 seconds West, a distance of 359.55 feet to the Point of Beginning; thence South 00 degrees 49 minutes 24 seconds West, a distance of 474.39 feet; thence North 89 degrees 10 minutes 36 seconds West, a distance of 658.97 feet, to the East line of a parcel described in Document 576084, in the Office of the Recorder, Lake County, Indiana; thence along said East line, North 00 degrees 49 minutes 24 seconds East, a distance of 1090.31 feet to a point of curvature; thence continuing along said line 272.13 feet Northeasterly along a curve concave to the Southeast, having a radius of 143.41 feet, with a chord bearing North 55 degrees 16 minutes 15 seconds East to a point of tangency; thence continuing along the south line of said parcel, South 70 degrees 16 minutes 53 seconds East, a distance of 495.84 feet; thence South 00 degrees 49 minutes 24 seconds West, a distance of 591.04 feet to the Point of Beginning, said parcel containing 17.61 acres, more or less.

Prepared by: Jeff Yatsko, PLS
Garcia Consulting Engineers - 219.989.1954

PIN 4507-05-426-002.000-023



