

CORRECTED MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 11<sup>th</sup> day of March, 1999, by and between FRANK P. SMITH, JR., TRUSTEE FOR THE NANCY B. SMITH IRREVOCABLE GRANTOR RETAINED ANNUITY TRUST, having an address of 6935 Hunters Trail, Cincinnati, Ohio 45243, (hereinafter referred to as "Landlord") and CHRYSLER REALTY CORPORATION, a Delaware corporation, having an address of 1000 Chrysler Drive West - T4000, CIMS 485-04-25, Auburn Hills, Michigan, 48326-2766 (hereinafter referred to as "Tenant").

WITNESSETH THAT:

Landlord, for and in consideration of rents, conditions, terms and covenants specified to be paid, performed and observed by Tenant in a certain unrecorded Indenture of Lease dated the 30th day of June, 1997, by and between the parties hereto (hereinafter referred to as the "Lease"), does hereby let, lease and demise to Tenant and Tenant does hereby lease and take from Landlord, the premises situated in the city of Southaven, County of Desoto, State of Mississippi, more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the demised premises for a term and upon some of the conditions hereinafter stated:

1. The Lease sets forth the names and addresses of the parties thereto.
2. The term of the Lease is fifteen (15) years commencing on the 1st day of July, 1997 and ending on the 30th day of June, 2012.

STATE MS. DESOTO CO. *mb*  
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3. Tenant has two (2) renewal options for a further term of five (5) years each. Tenant shall notify Landlord of its intention to renew not less than sixty (60) days prior to the expiration of the specified term.
4. The Lease contains a provision which reads as follows:

“Landlord hereby gives and grants to Tenant during the initial term or any extension or renewal of this Lease the right of first refusal to purchase the premises and appurtenances.” Except as amended in Section 19 of the Lease. (Attached hereto).
5. Landlord covenants that any Mortgagee or Beneficiary or Trustee under a Deed of Trust presently or hereafter claiming or having a lien on or encumbering the demised premises shall or has already entered into an Attorn and Non-Disturbance Agreement whereby the Mortgagee or Beneficiary agrees that in the event of any foreclosure or sale pursuant to such Mortgage or Deed of Trust, such foreclosure or sale shall be subject to the aforesaid Lease and the quiet enjoyment of said premises by Tenant.

This Agreement is executed by Landlord and Tenant as a memorandum for recording purposes only and shall not alter or amend the Lease in any respect.

This Corrected Memorandum of Lease is entered into solely for purposes of correcting the Legal Description of the premises attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Corrected Memorandum of Lease in person or by a duly authorized officer on the day and year stated in the commencement.

WITNESSED BY:

Amanda Hill  
Amy Gorman

WITNESSED BY:

P. J. [Signature]  
J. H. [Signature]

LANDLORD:

FRANK P. SMITH, JR., TRUSTEE FOR  
THE NANCY B. SMITH IRREVOCABLE  
GRANTOR RETAINED ANNUITY  
TRUST

Frank P. Smith, Trustee

TENANT:

CHRYSLER REALTY CORPORATION

BY:

[Signature]

S. J. Bergsma

ITS:

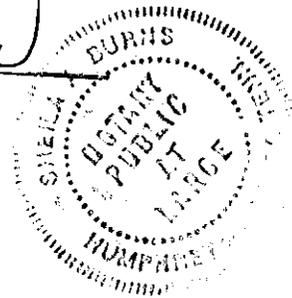
Vice President

The terms of this Article 19 shall have no application to any sale or lease of the Premises to the spouse, brothers, sisters, sons, daughters-in-law and grandchildren of Frank P. Smith, Jr. ("Qualified Family Members") or any entity in which Frank P. Smith, Jr. or any Qualified Family Members shall have a controlling ownership interest. For purposes of this Article 19, a sale shall include a transfer, assignment, pledge or other disposition of (a) all or substantially all of the assets of Landlord to someone other than a Qualified Family Member or Qualified Entity, or (b) the transfer of stock of any Qualified Entity, the result of which is that Qualified Family members will not hold a majority interest in the Premises or in such Qualified Entity.

STATE OF Tennessee  
COUNTY OF Humphreys

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 29<sup>th</sup> day of March, 1999, within my jurisdiction, the within named Frank P. Smith Jr., who acknowledged that he is Trustee of the Nancy B. Smith Irrevocable Grantor Retained Annuity Trust, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

Shula A. Burns  
NOTARY PUBLIC



My Commission Expires:

11-15-99

STATE OF Michigan  
COUNTY OF Oakland

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 11th day of March, 1999, within my jurisdiction, the within named S. J. Bergsma, who acknowledged as Vice President of Chrysler Realty Corporation, a Delaware Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Shirley Pranger  
Notary Public

My Commission Expires:  
6/15/2000

SHIRLEY PRANGER  
Notary Public, Oakland County, MI  
Notary Public, Oakland County, MI  
My Commission Expires: 6/15/2000



**Exhibit A**

Legal description of a 4.38, more or less, acre tract of land located in part of the Northwest Quarter of Section 31, Township 1 South, Range 7 West and being also know as Lot Number 3 of the First Revision to the Second Addition to F.P. Smith Mississippi, and being further described as follows:

Beginning at the Northwest corner of Section 31, Township 1 South, Range 7 West thence East a distance of 1,050.50 feet East, to a point; thence South, 55.71 feet to an iron pin at the Northwest corner of Lot 3 said "corner" being the true point of beginning for the herein described tract thence South 00 degrees 20 minutes 39 seconds East, 545.28 feet along the East line of Lot 2 to an iron pin; thence North 89 degrees 39 minutes 21 seconds East, 350.00 feet to an iron pin; thence North 00 degrees 2 minutes 39 seconds West, 545.45 feet to an iron pin; thence South 89 degrees 37 minutes 43 seconds West, 350.00 feet along the South right-of-way line of Goodman Road (MS Hwy 302 R.O.W. varies) to the point of beginning containing 4.38 more or less acres of land.

1-15-99/AM

Prepared By:  
**BRIDGFORTH & BUNTIN**  
P. O. Box 241  
Southaven, MS 38671  
393-4450